

July 24, 2018

Contract 18-117

Agenda Action Report
prepared for the
Cascade County Commission

ITEM: **Contract 18-117:**
 State of Montana, Office of Court Administration
 the 8th Judicial District Youth Court
 Random Home Visits Contract #19-002-YCS-08

ACTION REQUESTED: Approve Contract 18-117

PRESENTED BY: Dave Philipps, Undersheriff
 Sheriff's Office

SYNOPSIS:

The Cascade County Sheriff's Office provides random home visits to juveniles as ordered by the Juvenile Drug Court to ensure accountability and compliance relative to curfews, drug and alcohol use, and appropriate supervision in the home. The contract effective dates are May 1, 2018 to June 30, 2019. The Sheriff's Office has been providing this service to the Juvenile Drug Court for many years and the service is viewed by the Drug Court as a vital component in working with the juveniles and their families. Reimbursed for the service is as follows:

- A rate of \$37.50 per hour, with a minimum of 3 hours cost per week which includes administrative duties.

Total payment under this agreement may not exceed \$6,000.00.

RECOMMENDATION:

Staff recommends that the Commission approve Contract 18-117, Random Home Visits

TWO MOTIONS PROVIDED FOR CONSIDERATION:

MOTION TO APPROVE:

Madam Chair, I move that the Commissioners approve Contract 18-117, Random Home Visits Contract #19-002-YCS-08 between State of Montana, Office of Court Administration and the 8th Judicial District Youth Court.

MOTION TO DENY:

Madam Chair, I move that the Commissioners deny Contract 18-117, Random Home Visits Contract #19-002-YCS-08 between State of Montana, Office of Court Administration and the 8th Judicial District Youth Court.

Random Home Visits Contract #19-002-YCS-08

THIS CONTRACT is entered into by and between the State of Montana, Office of Court Administrator and the **8th Judicial District Youth Court** (hereinafter referred to as the "State"), whose address and phone number are Youth Court Services, 415 Second Ave. North # 108, Great Falls, MT 59401 (406) 454-6880 and the Office of Court Administrator whose mailing address and phone number are PO Box 203002, Helena, MT 59620-3002, (406) 444-1403 (collectively referred to as "State"), and **Cascade County Sheriff's Office** (hereinafter referred to as the "Contractor"), whose address and phone number are 3800 Ulm North Frontage Road, Great Falls, Montana 59404 and (406) 454-6820. The purpose of this contract is to provide FY 2017 Preventive Incentive Funds (PIF) to the 8th Judicial District Youth Court for Random Home Visitation Services.

THE PARTIES AGREE AS FOLLOWS:

1. EFFECTIVE DATE, DURATION, AND RENEWAL

This contract shall take effect on **May 1, 2018 and terminate on June 30, 2019**, unless terminated earlier in accordance with the terms of this contract (Section 18-4-313, MCA). In no event is this contract binding on the State unless the State's authorized representative has signed it.

2. SERVICES AND/OR SUPPLIES

The Contractor agrees to provide to the State the following:

Cascade County Sheriff's Office will complete random home visits for Juvenile Drug Court youth to ensure accountability. Deputies will check for curfew compliance, appropriate parental supervision and drug and alcohol use.

3. WARRANTY OF SERVICES

3.1 Performance Warranties. Contractor warrants that the services provided conform to the contract requirements, including all descriptions, specifications and attachments made a part of this contract. The State's acceptance of services provided by Contractor shall not relieve Contractor from its obligations under this warranty. In addition to its other remedies under this contract, at law, or in equity, the State may, at Contractor's expense, require prompt correction of any services failing to meet Contractor's warranty herein. Services corrected by Contractor shall be subject to all the provisions of this contract in the manner and to the same extent as services originally furnished.

3.2 Warranties Regarding Organization, Authority, No Conflict, and Enforceability. Contractor is a business entity duly organized, validly existing and in good standing under the laws of the State of Montana and has the power and authority to enter into the contract and the transactions contemplated therein. The consummation of the transactions contemplated in the contract shall not conflict with or result in a breach of any of the terms, provisions or conditions of Contractor's charter documents, any applicable laws or any order, writ, injunction, judgment or decree of any court, regulatory or governmental authority or any agreement or instrument to which Contractor is a party or by which Contractor is bound. The contract has been duly authorized, executed and delivered by Contractor and is valid, enforceable and binding upon Contractor in accordance with its terms. Contractor is not subject to any pending or threatened litigation or governmental action that could interfere with performance of its obligations hereunder.

4. CONSIDERATION/PAYMENT

4.1 Payment Schedule. In consideration for the services to be provided, the State shall pay according to the following schedule:

A rate of \$37.50 per hour, with a minimum of three hours cost per week which includes administrative duties. If for any reason Contractor is unable to perform home visits no penalty cost will be incurred

Total payment under this contract may not exceed \$6,000. The Contractor is not required to provide services once the contract amount has been reached. The Contractor shall submit a monthly invoice to the 8th Judicial District Youth Court for approval indicating number of youth served, number of hours of service, cost per hour, and total cost.

4.2 Withholding of Payment. In addition to its other remedies under this contract, at law, or in equity, the State may withhold payments to Contractor if Contractor has breached this contract. Such withholding may not be greater than, in the aggregate, 15% of the total value of the subject statement of work or applicable contract.

4.3 Payment Terms. Unless otherwise noted in the solicitation document, the State has 30 days to pay invoices, as allowed by 17-8-242, MCA. Contractor shall provide banking information at the time of contract execution in order to facilitate the State's electronic funds transfer payments.

5. ACCESS AND RETENTION OF RECORDS

5.1 Access to Records. The Contractor agrees to provide the State, Legislative Auditor or their authorized agents access to any records necessary to determine contract compliance (Section 18-1-118, MCA). The State may terminate this contract under Section 13, without incurring liability, for the Contractor's refusal to allow access as required by this section (18-1-118, MCA.).

5.2 Retention Period. The Contractor agrees to create and retain records supporting the services for a period of eight years after either the completion date of this contract or the conclusion of any claim, litigation or exception relating to this contract taken by the State of Montana or a third party.

6. ASSIGNMENT, TRANSFER, AND SUBCONTRACTING

Contractor may not assign, transfer, or subcontract any portion of this contract without the State's prior written consent, in the State's sole discretion (18-4-141, MCA.). Contractor is responsible to the State for the acts and omissions of all subcontractors or agents and of persons directly or indirectly employed by such subcontractors, and for the acts and omissions of persons employed directly by Contractor. No contractual relationships exist between any subcontractor and the State under this contract.

7. HOLD HARMLESS/INDEMNIFICATION

Contractor agrees to protect, defend, and save the State, its elected and appointed officials, agents, and employees, while acting within the scope of their duties as such, harmless from and against all claims, demands, causes of action of any kind or character, including the cost of defense thereof, arising in favor of Contractor's employees or third parties on account of bodily or personal injuries, death, or damage to property arising out of services performed or omissions of services or in any way resulting from the acts or omissions of Contractor and/or its agents, employees, representatives, assigns, or subcontractors, except the sole negligence of the State, under this agreement.

8. REQUIRED INSURANCE

8.1 General Requirements. Contractor shall maintain for the duration of this contract, at its cost and expense, insurance against claims for injuries to persons or damages to property, including contractual liability, which may arise from or in connection with the performance of the work by Contractor, agents, employees, representatives, assigns, or subcontractors. This insurance shall cover such claims as may be caused by any negligent act or omission.

8.2 Primary Insurance. Contractor's insurance coverage shall be primary insurance with respect to the State, its officers, officials, employees, and volunteers and shall apply separately to each project or location. Any insurance or self-insurance maintained by the State, its officers, officials, employees, or volunteers shall be excess of Contractor's insurance and shall not contribute with it.

8.3 Specific Requirements for Commercial General Liability. Contractor shall purchase and maintain occurrence coverage with combined single limits for bodily injury, personal injury, and property damage of \$750,000 per occurrence and \$1,500,000 aggregate per year to cover such claims as may be caused by any act, omission, or negligence of Contractor or its officers, agents, representatives, assigns, or subcontractors.

The State, its officers, officials, employees, and volunteers are to be covered and listed as additional insureds for liability arising out of activities performed by or on behalf of Contractor, including the insured's general supervision of Contractor, products, and completed operations, and the premises owned, leased, occupied, or used.

8.4 Deductibles and Self-Insured Retentions. Any deductible or self-insured retention must be declared to and approved by the State. At the request of the State either: (1) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the State, its officers, officials, employees, or volunteers; or (2) at the expense of Contractor, Contractor shall procure a bond guaranteeing payment of losses and related investigations, claims administration, and defense expenses.

8.5 Certificate of Insurance/Endorsements. A certificate of insurance from an insurer with a Best's rating of no less than A- indicating compliance with the required coverages, has been received by the State. Contractor must notify the State immediately of any material change in insurance coverage, such as changes in limits, coverages, change in status of policy, etc. The State reserves the right to require complete copies of insurance policies at all times.

9. COMPLIANCE WITH WORKERS' COMPENSATION ACT

Contractor shall comply with the provisions of the Montana Workers' Compensation Act while performing work for the State of Montana in accordance with 39-71-401, 39-71-405, and 39-71-417, MCA. Proof of compliance must be in the form of workers' compensation insurance, an independent contractor's exemption, or documentation of corporate officer status. Neither Contractor nor its employees are State employees. This insurance/exemption must be valid for the entire contract term and any renewal. Upon expiration, a renewal document must be sent to the State.

10. COMPLIANCE WITH LAWS

Contractor shall, in performance of work under this Contract, fully comply with all applicable federal, state, or local laws, rules, regulations, and executive orders including but not limited to, the Montana Human Rights Act, the Equal Pay Act of 1963, the Civil Rights Act of 1964, the Age Discrimination Act of 1975, the Americans with Disabilities Act of 1990, and Section 504 of the Rehabilitation Act of 1973. Contractor is the employer for the purpose of providing healthcare benefits and paying any applicable penalties, fees and

taxes under the Patient Protection and Affordable Care Act [P.L. 111-148, 124 Stat. 119]. Any subletting or subcontracting by Contractor subjects subcontractors to the same provisions. In accordance with 49-3-207, MCA, and Executive Order No. 04-2016 Contractor agrees that the hiring of persons to perform this Contract will be made on the basis of merit and qualifications and there will be no discrimination based on race, color, sex, pregnancy, childbirth or medical conditions related to pregnancy or childbirth, political or religious affiliation or ideas, culture, creed, social origin or condition, genetic information, sexual orientation, gender identity or expression, national origin, ancestry, age, disability, military service or veteran status, or marital status by the persons performing this Contract.

11. DISABILITY ACCOMMODATIONS

The State does not discriminate on the basis of disability in admission to, access to, or operations of its programs, services, or activities. Individuals who need aids, alternative document formats, or services for effective communications or other disability related accommodations in the programs and services offered are invited to make their needs and preferences known to this office. Interested parties should provide as much advance notice as possible.

12. REGISTRATION WITH THE SECRETARY OF STATE

Any business intending to transact business in Montana must register with the Secretary of State. Businesses that are incorporated in another state or country, but which are conducting activity in Montana, must determine whether they are transacting business in Montana in accordance with 35-1-1026 and 35-8-1001, MCA. Such businesses may want to obtain the guidance of their attorney or accountant to determine whether their activity is considered transacting business.

If businesses determine that they are transacting business in Montana, they must register with the Secretary of State and obtain a certificate of authority to demonstrate that they are in good standing in Montana. To obtain registration materials, call the Office of the Secretary of State at (406) 444-3665, or visit its website at <http://sos.mt.gov>.

13. CONTRACT TERMINATION

13.1 State's Termination for Cause with Notice to Cure Requirement. The State may terminate this contract in whole or in part for Contractor's failure to materially perform any of the services, duties, terms, or conditions contained in this contract after giving Contractor written notice of the stated failure. The written notice must demand performance of the stated failure within a specified period of time of not less than thirty (30) days. If the demanded performance is not completed within the specified period, the termination is effective at the end of the specified period.

13.2 Contractor's Termination for Cause with Notice to Cure Requirement. Contractor may terminate this contract for the State's failure to perform any of its duties under this contract after giving the State written notice of the failure. The written notice must demand performance of the stated failure within a specified period of time of not less than (30) days. If the demanded performance is not completed within the specified period, the termination is effective at the end of the specified period.

13.3 Reduction of Funding. The State must by law terminate this contract if funds are not appropriated or otherwise made available to support the State's continuation of performance of this contract in a subsequent fiscal period (18-4-313(4), MCA.). If state or federal government funds are not appropriated or otherwise made available through the state budgeting process to support continued performance of this contract (whether at an initial contract payment level or any contract increases to that initial level) in subsequent fiscal periods, the State shall terminate this contract as required by law. The State shall provide Contractor the date the State's termination shall take effect. The State shall not be liable to Contractor for

any payment that would have been payable had the contract not been terminated under this provision. As stated above, the State shall be liable to Contractor only for the payment, or prorated portion of that payment, owed to Contractor up to the date the State's termination takes effect. This is Contractor's sole remedy. The State shall not be liable to Contractor for any other payments or damages arising from termination under this section, including but not limited to general, special, or consequential damages such as lost profits or revenues.

14. EVENT OF BREACH – REMEDIES

14.1 Event of Breach by Contractor. Any one or more of the following Contractor acts or omissions constitute an event of material breach under this contract:

- products or services furnished fail to conform to any requirement;
- failure to submit any report required by this contract;
- failure to perform any of the other terms and conditions of this contract, including but not limited to beginning work under this contract without prior State approval and breaching Section 19 obligations; or
- voluntary or involuntary bankruptcy or receivership.

14.2 Event of Breach by State. The State's failure to perform any material terms or conditions of this contract constitutes an event of breach.

14.3 Actions in Event of Breach.

Upon Contractor's material breach, the State may:

- terminate this contract under Section 13; or
- treat this contract as materially breached and pursue any of its remedies under this contract, at law, or in equity.

Upon State's material breach, the Contractor may:

- terminate this contract after giving the State written notice of the stated failure. The written notice must demand performance of the stated failure within a specified period of time of not less than thirty (30) days. If the demanded performance is not completed within the specified period, the termination is effective at the end of the specified period; or
- treat this contract as materially breached and, except as the remedy is limited in this contract, pursue any of its remedies under this contract, at law, or in equity.

15. FORCE MAJEURE

Neither party is responsible for failure to fulfill its obligations due to causes beyond its reasonable control, including without limitation, acts or omissions of government or military authority, acts of God, materials shortages, transportation delays, fires, floods, labor disturbances, riots, wars, terrorist acts, or any other causes, directly or indirectly beyond the reasonable control of the nonperforming party, so long as such party uses its best efforts to remedy such failure or delays. A party affected by a force majeure condition shall provide written notice to the other party within a reasonable time of the onset of the condition. In no event, however, shall the notice be provided later than five working days after the onset. If the notice is not provided within the five-day period, then a party may not claim a force majeure condition. A force majeure condition suspends a party's obligations under this contract, unless the parties mutually agree that the obligation is excused because of the condition. The party claiming force majeure shall use commercially reasonable efforts to mitigate the duration of any delay in performance.

16. WAIVER OF BREACH

Either party's failure to enforce any contract provisions after any event of breach is not a waiver of its right to enforce the provisions and exercise appropriate remedies if the breach occurs again. Neither party may assert the defense of waiver in these situations.

17. CONFORMANCE WITH CONTRACT

No alteration of the terms, conditions, delivery, price, quality, quantities, or specifications of the contract shall be granted without the State's prior written consent. Product or services provided that do not conform to the contract terms, conditions, and specifications may be rejected and returned at Contractor's expense.

18. LIAISONS AND SERVICE OF NOTICES

18.1 Contract Liaisons. All project management and coordination on the State's behalf must be through a single point of contact designated as the State's liaison. Contractor shall designate a liaison that will provide the single point of contact for management and coordination of Contractor's work. All work performed under this contract must be coordinated between the State's liaison and Contractor's liaison.

Kevin Higgins is the State's liaison.
PO Box 203002
Helena, MT 59620-3002
Telephone: (406) 444-1403
Fax: (406) 444-0834
E-mail: khiggins3@mt.gov

Robert L Edwards is Contractor's liaison.
Address: 3800 Ulm North Frontage
Great Falls, Montana 59404 and (406) 454-6820
Telephone: (406) 454-6820
E-mail: bedwards@co.cascade.mt.us

18.2 Notifications. The State's liaison and Contractor's liaison may be changed by written notice to the other party. Written notices, requests, or complaints must first be directed to the liaison. Notice may be provided by personal service, mail, or facsimile. If notice is provided by personal service or facsimile, the notice is effective upon receipt; if notice is provided by mail, the notice is effective within three business days of mailing. A signed and dated acknowledgement of the notice is required of both parties.

19. MEETINGS

Contractor shall meet with the State's personnel, or designated representatives, to resolve technical or contractual problems occurring during the contract term or to discuss the progress made by Contractor and the State in the performance of their respective obligations, at no additional cost to the State. The State may request the meetings as problems arise and will be coordinated by the State. The State shall provide Contractor a minimum of three full working days' notice of meeting date, time, and location. Face-to-face meetings are desired, however, at Contractor's option and expense, a conference call meeting may be substituted. Contractor's consistent failure to participate in problem resolution meetings, Contractor missing or rescheduling two consecutive meetings, or Contractor's failure to make a good faith effort to resolve problems may result in termination of the contract.

20. TRANSITION ASSISTANCE

If this contract is not renewed at the end of this term, if the contract is otherwise terminated before project completion, or if particular work on a project is terminated for any reason, Contractor shall provide transition assistance for a reasonable, mutually agreed period of time after the expiration or termination of this contract or particular work under this contract. The purpose of this assistance is to allow for the expired or terminated portion of the services to continue without interruption or adverse effect, and to facilitate the orderly transfer of such services to the State or its designees. The parties agree that such transition assistance is governed by the terms and conditions of this contract, except for those terms or conditions that do not reasonably apply to such transition assistance. The State shall pay Contractor for any resources utilized in performing such transition assistance at the most current contract rates. If the State terminates a project or this contract for cause, then the State may offset the cost of paying Contractor for the additional resources Contractor utilized in providing transition assistance with any damages the State may have sustained as a result of Contractor's breach.

21. CHOICE OF LAW AND VENUE

Montana law governs this contract. The parties agree that any litigation concerning this bid, proposal, or this contract must be brought in the First Judicial District in and for the County of Lewis and Clark, State of Montana, and each party shall pay its own costs and attorney fees (18-1-401, MCA.).

22. TAX EXEMPTION

The State of Montana is exempt from Federal Excise Taxes (#81-0302402).

23. AUTHORITY

This contract is issued under authority of Title 18, Montana Code Annotated, and the Administrative Rules of Montana, Title 2, chapter 5.

24. SEVERABILITY CLAUSE

A declaration by any court or any other binding legal source that any provision of the contract is illegal and void shall not affect the legality and enforceability of any other provision of the contract, unless the provisions are mutually and materially dependent.

25. SCOPE, ENTIRE AGREEMENT, AND AMENDMENT

25.1 Contract. This contract consists of eight (8) numbered pages. In the case of dispute or ambiguity arising between or among the documents, the order of precedence of document interpretation is the same.

25.2 Entire Agreement. These documents are the entire agreement of the parties. They supersede all prior agreements, representations, and understandings. Any amendment or modification must be in a written agreement signed by the parties.

25.3 Survival. The Warranties, Access and Retention of Records, Hold Harmless/Indemnification, Required Insurance, Event of Breach-Remedies, Transition Assistance, Choice of Law and Venue, Severability, Scope, Entire Agreement and Amendment, and Waiver sections in the contract shall survive the termination or expiration of the contract.

25.4 Construction. The contract will not be presumptively construed for or against either party. Section titles, headings and captions in the contract are for convenience only and will not affect the contract's interpretation. As used in the contract, "will" means "shall," and "include" means "including but not limited to" and "including without limitation."

26. WAIVER

The State's waiver of any Contractor obligation or responsibility in a specific situation is not a waiver in a future similar situation or is not a waiver of any other Contractor obligation or responsibility.

27. EXECUTION

The parties through their authorized agents have executed this contract on the dates set out below.

Youth Court Services
415 Second Ave. North #108
Great Falls, MT 59401

BY: 
 Tim Callahan, Chief JPO

DATE: 6/25/18

Cascade County Sheriff
325 2nd Ave. North
Great Falls, MT 59401

BY: _____
 Robert L Edwards, Sheriff / Coroner
 Cascade County Sheriff

DATE: _____

SUPREME COURT OF MONTANA
OFFICE OF COURT ADMINISTRATOR


 Beth McLaughlin, Court Administrator

DATE: 6/12/18

BOARD OF COUNTY COMMISSIONERS,
CASCADE COUNTY, MONTANA

 Jane Weber, Chair

 Joe Briggs, Commissioner

 James L. Larson, Commissioner

Passed and adopted at Commission Meeting held on this _____ day of _____, 20____.

Attest

On this ____ day of _____, 20__, I hereby attest the above-written signatures of Jim Larson, Joe Briggs, and Jane Weber, Cascade County Commissioners.

(Clerk and Recorder Seal)

 Rina Moore, Cascade County Clerk and Recorder

July 24, 2018

Contract 18-118

Agenda Action Report
prepared for the
Cascade County Commission

ITEM: **Contract 18-118:**
 State of Montana, Office of Court Administration and the 8th
 Judicial District Youth Court
 Transportation Services Contract #19-003-YCS-08

ACTION REQUESTED: Approve Contract 18-118

PRESENTED BY: Shanna Bulik-Chism, Administrator
 Juvenile Detention Center

SYNOPSIS:

The Cascade County Juvenile Detention Center provides transportation services for youth going to or returning from placements. The Youth Court reimburses the Center for those transportation services as outlined in statute. The contract shall take effect May 1, 2018 and terminate on June 30, 2019. The reimbursement rates are as follows:

- For transport by car the cost will be staff time at a rate not to exceed \$20.07 per hour, and mileage at the state rate.
- For transport by plane the cost will be staff time at a rate not to exceed \$20.07 per hour and plane ticket.
- Incidental costs include meals and lodging of transporting staff. Meals will be paid at the state allowed rate

Total payment under this agreement may not exceed \$15,000.00.

RECOMMENDATION:

Staff recommends that the Commission approve Contract 18-118, Transportation Services

TWO MOTIONS PROVIDED FOR CONSIDERATION:

MOTION TO APPROVE: Madam Chair, I move that the Commissioners approve Contract 18-118, Transportation Services Contract #19-003-YCS-08 between the Cascade County Juvenile Detention Center, the Office of Court Administration and the 8th Judicial District Youth Court.

MOTION TO DENY: Madam Chair, I move that the Commissioners deny Contract 18-118, Transportation Services Contract #19-003-YCS-08 between the Cascade County Juvenile Detention Center, the Office of Court Administration and the 8th Judicial District Youth Court.

Transportation Services Contract #19-003-YCS-08

THIS CONTRACT is entered into by and between the State of Montana, Office of Court Administrator and the 8th Judicial District Youth Court (hereinafter referred to as the "State"), whose address and phone number are Youth Court Services, 415 Second Ave. North # 108, Great Falls, MT 59401 (406) 454-6880 and the Office of Court Administrator whose mailing address and phone number are PO Box 203002, Helena, MT 59620-3002, (406) 444-1403 (collectively referred to as "State"), and **Cascade County Regional Youth Services** (hereinafter referred to as the "Contractor"), whose address and phone number are 1600 26th St South, Great Falls, Montana 59405 and (406) 454-6930. The purpose of this contract is to provide FY 2017 Preventive Incentive Funds (PIF) to the 8th Judicial District Youth Court for Transportation Services.

THE PARTIES AGREE AS FOLLOWS:**1. EFFECTIVE DATE, DURATION, AND RENEWAL**

This contract shall take effect on **May 1, 2018 and terminate on June 30, 2019**, unless terminated earlier in accordance with the terms of this contract (Section 18-4-313, MCA). In no event is this contract binding on the State unless the State's authorized representative has signed it.

2. SERVICES AND/OR SUPPLIES

Transportation services, when youth need supervised transportation by car, plane or other transport service.

3. WARRANTY OF SERVICES

3.1 Performance Warranties. Contractor warrants that the services provided conform to the contract requirements, including all descriptions, specifications and attachments made a part of this contract. The State's acceptance of services provided by Contractor shall not relieve Contractor from its obligations under this warranty. In addition to its other remedies under this contract, at law, or in equity, the State may, at Contractor's expense, require prompt correction of any services failing to meet Contractor's warranty herein. Services corrected by Contractor shall be subject to all the provisions of this contract in the manner and to the same extent as services originally furnished.

3.2 Warranties Regarding Organization, Authority, No Conflict, and Enforceability. Contractor is a business entity duly organized, validly existing and in good standing under the laws of the State of Montana and has the power and authority to enter into the contract and the transactions contemplated therein. The consummation of the transactions contemplated in the contract shall not conflict with or result in a breach of any of the terms, provisions or conditions of Contractor's charter documents, any applicable laws or any order, writ, injunction, judgment or decree of any court, regulatory or governmental authority or any agreement or instrument to which Contractor is a party or by which Contractor is bound. The contract has been duly authorized, executed and delivered by Contractor and is valid, enforceable and binding upon Contractor in accordance with its terms. Contractor is not subject to any pending or threatened litigation or governmental action that could interfere with performance of its obligations hereunder.

4. CONSIDERATION/PAYMENT

4.1 Payment Schedule. In consideration for the services to be provided, the State shall pay according to the following schedule:

- For transport by car the cost will be staff time at a rate not to exceed \$20.07 per hour, and mileage at the state rate.
- For transport by plane the cost will be staff time at a rate not to exceed \$20.07 per hour and plane ticket.
- Incidental costs include meals and lodging of transporting staff. Original receipts will be attached to reimbursement request. Meals will be paid at the state allowed rate.

Total payment under this agreement may not exceed \$15,000.00. The Contractor shall submit a monthly invoice to the 8th Judicial District Youth Court for approval indicating number of youth served, number of hours of service, cost per hour, and total cost.

4.2 Withholding of Payment. In addition to its other remedies under this contract, at law, or in equity, the State may withhold payments to Contractor if Contractor has breached this contract. Such withholding may not be greater than, in the aggregate, 15% of the total value of the subject statement of work or applicable contract.

4.3 Payment Terms. Unless otherwise noted in the solicitation document, the State has 30 days to pay invoices, as allowed by 17-8-242, MCA. Contractor shall provide banking information at the time of contract execution in order to facilitate the State's electronic funds transfer payments.

5. ACCESS AND RETENTION OF RECORDS

5.1 Access to Records. The Contractor agrees to provide the State, Legislative Auditor or their authorized agents access to any records necessary to determine contract compliance (Section 18-1-118, MCA). The State may terminate this contract under Section 13, without incurring liability, for the Contractor's refusal to allow access as required by this section (18-1-118, MCA.).

5.2 Retention Period. The Contractor agrees to create and retain records supporting the services for a period of eight years after either the completion date of this contract or the conclusion of any claim, litigation or exception relating to this contract taken by the State of Montana or a third party.

6. ASSIGNMENT, TRANSFER, AND SUBCONTRACTING

Contractor may not assign, transfer, or subcontract any portion of this contract without the State's prior written consent, in the State's sole discretion (18-4-141, MCA.). Contractor is responsible to the State for the acts and omissions of all subcontractors or agents and of persons directly or indirectly employed by such subcontractors, and for the acts and omissions of persons employed directly by Contractor. No contractual relationships exist between any subcontractor and the State under this contract.

7. HOLD HARMLESS/INDEMNIFICATION

Contractor agrees to protect, defend, and save the State, its elected and appointed officials, agents, and employees, while acting within the scope of their duties as such, harmless from and against all claims, demands, causes of action of any kind or character, including the cost of defense thereof, arising in favor of Contractor's employees or third parties on account of bodily or personal injuries, death, or damage to property arising out of services performed or omissions of services or in any way resulting from the acts or omissions of Contractor and/or its agents, employees, representatives, assigns, or subcontractors, except the sole negligence of the State, under this agreement.

8. REQUIRED INSURANCE

8.1 General Requirements. Contractor shall maintain for the duration of this contract, at its cost and expense, insurance against claims for injuries to persons or damages to property, including contractual liability, which may arise from or in connection with the performance of the work by Contractor, agents, employees, representatives, assigns, or subcontractors. This insurance shall cover such claims as may be caused by any negligent act or omission.

8.2 Primary Insurance. Contractor's insurance coverage shall be primary insurance with respect to the State, its officers, officials, employees, and volunteers and shall apply separately to each project or location. Any insurance or self-insurance maintained by the State, its officers, officials, employees, or volunteers shall be excess of Contractor's insurance and shall not contribute with it.

8.3 Specific Requirements for Commercial General Liability. Contractor shall purchase and maintain occurrence coverage with combined single limits for bodily injury, personal injury, and property damage of \$750,000 per occurrence and \$1,500,000 aggregate per year to cover such claims as may be caused by any act, omission, or negligence of Contractor or its officers, agents, representatives, assigns, or subcontractors.

The State, its officers, officials, employees, and volunteers are to be covered and listed as additional insureds for liability arising out of activities performed by or on behalf of Contractor, including the insured's general supervision of Contractor, products, and completed operations, and the premises owned, leased, occupied, or used.

8.4 Specific Requirements for Automobile Liability. Contractor shall purchase and maintain coverage with split limits of \$500,000 per person (personal injury), \$1,000,000 per accident occurrence (personal injury), and \$100,000 per accident occurrence (property damage), OR combined single limits of \$1,000,000 per occurrence to cover such claims as may be caused by any act, omission, or negligence of Contractor or its officers, agents, representatives, assigns, or subcontractors.

State, its officers, officials, employees, and volunteers are to be covered and listed as additional insureds for automobiles leased, owned, or borrowed by Contractor.

8.5 Deductibles and Self-Insured Retentions. Any deductible or self-insured retention must be declared to and approved by the State. At the request of the State either: (1) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the State, its officers, officials, employees, or volunteers; or (2) at the expense of Contractor, Contractor shall procure a bond guaranteeing payment of losses and related investigations, claims administration, and defense expenses.

8.6 Certificate of Insurance/Endorsements. A certificate of insurance from an insurer with a Best's rating of no less than A- indicating compliance with the required coverages, has been received by the State. Contractor must notify the State immediately of any material change in insurance coverage, such as changes in limits, coverages, change in status of policy, etc. The State reserves the right to require complete copies of insurance policies at all times.

9. COMPLIANCE WITH WORKERS' COMPENSATION ACT

Contractor shall comply with the provisions of the Montana Workers' Compensation Act while performing work for the State of Montana in accordance with 39-71-401, 39-71-405, and 39-71-417, MCA. Proof of compliance must be in the form of workers' compensation insurance, an independent contractor's exemption, or documentation of corporate officer status. Neither Contractor nor its employees are State

employees. This insurance/exemption must be valid for the entire contract term and any renewal. Upon expiration, a renewal document must be sent to the State.

10. COMPLIANCE WITH LAWS

Contractor shall, in performance of work under this Contract, fully comply with all applicable federal, state, or local laws, rules, regulations, and executive orders including but not limited to, the Montana Human Rights Act, the Equal Pay Act of 1963, the Civil Rights Act of 1964, the Age Discrimination Act of 1975, the Americans with Disabilities Act of 1990, and Section 504 of the Rehabilitation Act of 1973. Contractor is the employer for the purpose of providing healthcare benefits and paying any applicable penalties, fees and taxes under the Patient Protection and Affordable Care Act [P.L. 111-148, 124 Stat. 119]. Any subletting or subcontracting by Contractor subjects subcontractors to the same provisions. In accordance with 49-3-207, MCA, and Executive Order No. 04-2016 Contractor agrees that the hiring of persons to perform this Contract will be made on the basis of merit and qualifications and there will be no discrimination based on race, color, sex, pregnancy, childbirth or medical conditions related to pregnancy or childbirth, political or religious affiliation or ideas, culture, creed, social origin or condition, genetic information, sexual orientation, gender identity or expression, national origin, ancestry, age, disability, military service or veteran status, or marital status by the persons performing this Contract.

11. DISABILITY ACCOMMODATIONS

The State does not discriminate on the basis of disability in admission to, access to, or operations of its programs, services, or activities. Individuals who need aids, alternative document formats, or services for effective communications or other disability related accommodations in the programs and services offered are invited to make their needs and preferences known to this office. Interested parties should provide as much advance notice as possible.

12. REGISTRATION WITH THE SECRETARY OF STATE

Any business intending to transact business in Montana must register with the Secretary of State. Businesses that are incorporated in another state or country, but which are conducting activity in Montana, must determine whether they are transacting business in Montana in accordance with 35-1-1026 and 35-8-1001, MCA. Such businesses may want to obtain the guidance of their attorney or accountant to determine whether their activity is considered transacting business.

If businesses determine that they are transacting business in Montana, they must register with the Secretary of State and obtain a certificate of authority to demonstrate that they are in good standing in Montana. To obtain registration materials, call the Office of the Secretary of State at (406) 444-3665, or visit its website at <http://sos.mt.gov>.

13. CONTRACT TERMINATION

13.1 State's Termination for Cause with Notice to Cure Requirement. The State may terminate this contract in whole or in part for Contractor's failure to materially perform any of the services, duties, terms, or conditions contained in this contract after giving Contractor written notice of the stated failure. The written notice must demand performance of the stated failure within a specified period of time of not less than thirty (30) days. If the demanded performance is not completed within the specified period, the termination is effective at the end of the specified period.

13.2 Contractor's Termination for Cause with Notice to Cure Requirement. Contractor may terminate this contract for the State's failure to perform any of its duties under this contract after giving the

State written notice of the failure. The written notice must demand performance of the stated failure within a specified period of time of not less than (30) days. If the demanded performance is not completed within the specified period, the termination is effective at the end of the specified period.

13.3 Reduction of Funding. The State must by law terminate this contract if funds are not appropriated or otherwise made available to support the State's continuation of performance of this contract in a subsequent fiscal period (18-4-313(4), MCA.). If state or federal government funds are not appropriated or otherwise made available through the state budgeting process to support continued performance of this contract (whether at an initial contract payment level or any contract increases to that initial level) in subsequent fiscal periods, the State shall terminate this contract as required by law. The State shall provide Contractor the date the State's termination shall take effect. The State shall not be liable to Contractor for any payment that would have been payable had the contract not been terminated under this provision. As stated above, the State shall be liable to Contractor only for the payment, or prorated portion of that payment, owed to Contractor up to the date the State's termination takes effect. This is Contractor's sole remedy. The State shall not be liable to Contractor for any other payments or damages arising from termination under this section, including but not limited to general, special, or consequential damages such as lost profits or revenues.

14. EVENT OF BREACH – REMEDIES

14.1 Event of Breach by Contractor. Any one or more of the following Contractor acts or omissions constitute an event of material breach under this contract:

- products or services furnished fail to conform to any requirement;
- failure to submit any report required by this contract;
- failure to perform any of the other terms and conditions of this contract, including but not limited to beginning work under this contract without prior State approval and breaching Section 19 obligations; or
- voluntary or involuntary bankruptcy or receivership.

14.2 Event of Breach by State. The State's failure to perform any material terms or conditions of this contract constitutes an event of breach.

14.3 Actions in Event of Breach.

Upon Contractor's material breach, the State may:

- terminate this contract under Section 13; or
- treat this contract as materially breached and pursue any of its remedies under this contract, at law, or in equity.

Upon State's material breach, the Contractor may:

- terminate this contract after giving the State written notice of the stated failure. The written notice must demand performance of the stated failure within a specified period of time of not less than thirty (30) days. If the demanded performance is not completed within the specified period, the termination is effective at the end of the specified period; or
- treat this contract as materially breached and, except as the remedy is limited in this contract, pursue any of its remedies under this contract, at law, or in equity.

15. FORCE MAJEURE

Neither party is responsible for failure to fulfill its obligations due to causes beyond its reasonable control, including without limitation, acts or omissions of government or military authority, acts of God, materials shortages, transportation delays, fires, floods, labor disturbances, riots, wars, terrorist acts, or any other causes, directly or indirectly beyond the reasonable control of the nonperforming party, so long as such party uses its best efforts to remedy such failure or delays. A party affected by a force majeure condition shall provide written notice to the other party within a reasonable time of the onset of the condition. In no event, however, shall the notice be provided later than five working days after the onset. If the notice is not provided within the five-day period, then a party may not claim a force majeure condition. A force majeure condition suspends a party's obligations under this contract, unless the parties mutually agree that the obligation is excused because of the condition. The party claiming force majeure shall use commercially reasonable efforts to mitigate the duration of any delay in performance.

16. WAIVER OF BREACH

Either party's failure to enforce any contract provisions after any event of breach is not a waiver of its right to enforce the provisions and exercise appropriate remedies if the breach occurs again. Neither party may assert the defense of waiver in these situations.

17. CONFORMANCE WITH CONTRACT

No alteration of the terms, conditions, delivery, price, quality, quantities, or specifications of the contract shall be granted without the State's prior written consent. Product or services provided that do not conform to the contract terms, conditions, and specifications may be rejected and returned at Contractor's expense.

18. LIAISONS AND SERVICE OF NOTICES

18.1 Contract Liaisons. All project management and coordination on the State's behalf must be through a single point of contact designated as the State's liaison. Contractor shall designate a liaison that will provide the single point of contact for management and coordination of Contractor's work. All work performed under this contract must be coordinated between the State's liaison and Contractor's liaison.

Kevin Higgins is the State's liaison.
PO Box 203002
Helena, MT 59620-3002
Telephone: (406) 444-1403
Fax: (406) 444-0834
E-mail: khiggins3@mt.gov

Shanna Bulik-Chism is Contractor's liaison.
Address: 1600 26th St South
Great Falls, Montana 59405
Telephone: (406) 454-6930
E-mail: chism@co.cascade.mt.us

18.2 Notifications. The State's liaison and Contractor's liaison may be changed by written notice to the other party. Written notices, requests, or complaints must first be directed to the liaison. Notice may be provided by personal service, mail, or facsimile. If notice is provided by personal service or facsimile,

the notice is effective upon receipt; if notice is provided by mail, the notice is effective within three business days of mailing. A signed and dated acknowledgement of the notice is required of both parties.

19. MEETINGS

Contractor shall meet with the State's personnel, or designated representatives, to resolve technical or contractual problems occurring during the contract term or to discuss the progress made by Contractor and the State in the performance of their respective obligations, at no additional cost to the State. The State may request the meetings as problems arise and will be coordinated by the State. The State shall provide Contractor a minimum of three full working days' notice of meeting date, time, and location. Face-to-face meetings are desired, however, at Contractor's option and expense, a conference call meeting may be substituted. Contractor's consistent failure to participate in problem resolution meetings, Contractor missing or rescheduling two consecutive meetings, or Contractor's failure to make a good faith effort to resolve problems may result in termination of the contract.

20. TRANSITION ASSISTANCE

If this contract is not renewed at the end of this term, if the contract is otherwise terminated before project completion, or if particular work on a project is terminated for any reason, Contractor shall provide transition assistance for a reasonable, mutually agreed period of time after the expiration or termination of this contract or particular work under this contract. The purpose of this assistance is to allow for the expired or terminated portion of the services to continue without interruption or adverse effect, and to facilitate the orderly transfer of such services to the State or its designees. The parties agree that such transition assistance is governed by the terms and conditions of this contract, except for those terms or conditions that do not reasonably apply to such transition assistance. The State shall pay Contractor for any resources utilized in performing such transition assistance at the most current contract rates. If the State terminates a project or this contract for cause, then the State may offset the cost of paying Contractor for the additional resources Contractor utilized in providing transition assistance with any damages the State may have sustained as a result of Contractor's breach.

21. CHOICE OF LAW AND VENUE

Montana law governs this contract. The parties agree that any litigation concerning this bid, proposal, or this contract must be brought in the First Judicial District in and for the County of Lewis and Clark, State of Montana, and each party shall pay its own costs and attorney fees (18-1-401, MCA.).

22. TAX EXEMPTION

The State of Montana is exempt from Federal Excise Taxes (#81-0302402).

23. AUTHORITY

This contract is issued under authority of Title 18, Montana Code Annotated, and the Administrative Rules of Montana, Title 2, chapter 5.

24. SEVERABILITY CLAUSE

A declaration by any court or any other binding legal source that any provision of the contract is illegal and void shall not affect the legality and enforceability of any other provision of the contract, unless the provisions are mutually and materially dependent.

25. SCOPE, ENTIRE AGREEMENT, AND AMENDMENT

25.1 Contract. This contract consists of nine (9) numbered pages. In the case of dispute or ambiguity arising between or among the documents, the order of precedence of document interpretation is the same.

25.2 Entire Agreement. These documents are the entire agreement of the parties. They supersede all prior agreements, representations, and understandings. Any amendment or modification must be in a written agreement signed by the parties.

25.3 Survival. The Warranties, Access and Retention of Records, Hold Harmless/Indemnification, Required Insurance, Event of Breach-Remedies, Transition Assistance, Choice of Law and Venue, Severability, Scope, Entire Agreement and Amendment, and Waiver sections in the contract shall survive the termination or expiration of the contract.

25.4 Construction. The contract will not be presumptively construed for or against either party. Section titles, headings and captions in the contract are for convenience only and will not affect the contract's interpretation. As used in the contract, "will" means "shall," and "include" means "including but not limited to" and "including without limitation."

26. WAIVER

The State's waiver of any Contractor obligation or responsibility in a specific situation is not a waiver in a future similar situation or is not a waiver of any other Contractor obligation or responsibility.

27. **EXECUTION**

The parties through their authorized agents have executed this contract on the dates set out below.

Youth Court Services
415 Second Ave. North #108
Great Falls, MT 59401

BY: Tim Callahan
Tim Callahan, Chief JPO

DATE: 6/23/18

Cascade County Regional Youth Services
1600 26th St South
Great Falls, MT 59405

BY: _____
Shanna Bulik-Chism, Director

DATE: _____

SUPREME COURT OF MONTANA
OFFICE OF COURT ADMINISTRATOR

Beth McLaughlin
Beth McLaughlin, Court Administrator

DATE: 4/12/18

BOARD OF COUNTY COMMISSIONERS,
CASCADE COUNTY, MONTANA

Jane Weber, Chair

Joe Briggs, Commissioner

James L. Larson, Commissioner

Passed and adopted at Commission Meeting held on this _____ day of _____,
20____.

Attest

On this ____ day of _____, 20__, I hereby attest the above-written signatures of Jim Larson,
Joe Briggs, and Jane Weber, Cascade County Commissioners.

(Clerk and Recorder Seal)

Rina Moore, Cascade County Clerk and Recorder

July 24, 2018

Contract #18-130

Agenda Action Report
Prepared for the
Cascade County Commission

ITEM: Contract 18-130
MT DPHHS to Purchase Service
Contract #20123LEGL0001 (Modification)
Project Title: IV-E Legal Services

INITIATED AND PRESENTED BY: Carey Ann Haight, Deputy County Attorney

ACTION REQUESTED: Approval of Contract 18-130

BACKGROUND:

The Cascade County Attorney's office has been a recipient for many years of grant funding from the Department of Public Health and Human Services, pursuant to State/DPHHS Contract number 20123LEGL0001. The item before the Board of County Commissioners represents an extension of the existing agreement under the same terms and conditions through June 30, 2019. This contract provides funding reimbursement to the Cascade County Attorney's Office for attorney time spent prosecuting YINC cases on behalf of Montana DPHHS.

RECOMMENDATION: Approval of Contract 18-130.

TWO MOTIONS PROVIDED FOR CONSIDERATION:

MOTION TO APPROVE:

Madam Chair, I move that the Commission approve Contract 18-130, Modification of Montana DPHHS Contract Number 20123LEGL001 "IV-E Legal Services" through June 30, 2019, for YINC legal services at the Cascade County Attorney's Office.

MOTION TO DISAPPROVE:

Madam Chair, I move that the Commission disapprove Contract 18-130, Modification of Montana DPHHS Contract Number 20123LEGL001 "IV-E Legal Services" through June 30, 2019, for YINC legal services at the Cascade County Attorney's Office.

JULY 1, 2018 MODIFICATION

TO PURCHASE OF SERVICE CONTRACT NUMBER: 20123LEGL0001
PROJECT TITLE: IV-E LEGAL SERVICES

THIS MODIFICATION is by and between Cascade County Attorney and the Montana Department of Public Health and Human Services.

1. The parties to contract number 20123LEGL0001 have determined that the following portion of contract number 20123LEGL0001 requires modification:

Effective Date and Duration.

2. Therefore, the parties agree that the portion of contract number 20123LEGL0001 which is cited above is hereby amended and that this modification shall be effective.

The parties agree that contract number 20123LEGL0001 is hereby extended through June 30, 2019.

3. The Parties further agree that this modification applies only to that portion of contract number 20123LEGL0001 which has been cited above, and does not alter or nullify any of the other portions of the agreement. All other portions of the agreement which are not referred to above remain in full force and effect.

IN WITNESS WHEREOF, the parties affix their signatures hereto:

MONTANA DEPARTMENT OF PUBLIC HEALTH AND HUMAN SERVICES


ROBIN GRAHAM, FISCAL BUREAU CHIEF

4/3/19
DATE

CASCADE COUNTY ATTORNEY

BY: 

12 July 18
DATE

July 24, 2018

Contract #18-131

Agenda Action Report
Prepared for the
Cascade County Commission

ITEM: Contract 18-131
MT DPHHS to Purchase of Service
Contract #20143PARA0001 (Modification)
Project Title: Paralegal Services

INITIATED AND PRESENTED BY: Carey Ann Haight, Deputy County Attorney

ACTION REQUESTED: Approval of Contract 18-131

BACKGROUND:

The Cascade County Attorney's office has been a recipient for many years of grant funding from the Department of Public Health and Human Services, pursuant to State/DPHHS Contract number 20143PARA0001. The item before the Board of County Commissioners represents a renewal of that funding and extension of the agreement through June 30, 2019 and provides for reimbursement of YINC paralegal services in an amount not to exceed \$37,790.38.

The foregoing sum represents the same sum which Cascade County received under this contract the previous year and, except for the COLA increase provided to the paralegal for FY 2019 wages, this contract funds the YINC paralegal position, which is a very important if not critical position, within the County Attorney's Office.

RECOMMENDATION: Approval of Contract 18-131.

TWO MOTIONS PROVIDED FOR CONSIDERATION:

MOTION TO APPROVE:

Madam Chair, I move that the Commission approve Contract 18-131, Modification of Montana DPHHS Contract Number 20143PARA001 "Paralegal Services" in the amount of \$37,790.38, for YINC Paralegal Services at the Cascade County Attorney's Office.

MOTION TO DISAPPROVE:

Madam Chair, I move that the Commission disapprove Contract 18-131, Modification of Montana DPHHS Contract Number 20143PARA001 "Paralegal Services" in the amount of \$37,790.38, for YINC Paralegal Services at the Cascade County Attorney's Office.

JULY 1, 2018 MODIFICATION

TO PURCHASE OF SERVICE CONTRACT NUMBER: 20143PARA0001
PROJECT TITLE: PARALEGAL SERVICES

THIS MODIFICATION is by and between Cascade County Attorney and the Montana Department of Public Health and Human Services.

1. The parties to contract number 20143PARA0001 have determined that the following portions of contract number 20143PARA0001 require modification:

A. Effective Date and Duration;

B. State Fiscal Year 2019 Total Reimbursement Amount.

2. Therefore, the parties agree that the portion of contract number 20143PARA0001 which is cited above is hereby amended and that this modification and the budget document attached to this modification shall be effective.

The parties agree that contract number 20143PARA0001 is hereby extended through June 30, 2019.

The parties agree that the total reimbursement amount from July 1, 2018 through June 30, 2019 shall not exceed \$37,790.38.

3. The Parties further agree that this modification applies only to those portion of contract number 20143PARA0001 which have been cited above, and does not alter or nullify any of the other portions of the agreement. All other portions of the agreement which are not referred to above remain in full force and effect.

IN WITNESS WHEREOF, the parties affix their signatures hereto:

MONTANA DEPARTMENT OF PUBLIC HEALTH AND HUMAN SERVICES


ROBIN GRAHAM, FISCAL BUREAU CHIEF

7/3/18
DATE

CASCADE COUNTY ATTORNEY

BY: 

12 July 18
DATE

Deputy

BUDGET ATTACHMENT

SALARY	\$27,261.09
HEALTH INSURANCE	\$ 6,137.48
PERS	\$ 1,881.08
WORKERS COMPENSATION	\$ 275.00
UNEMPLOYMENT INSURANCE	\$ 149.93
FICA	<u>\$ 2,085.47</u>
TOTAL	<u><u>\$37,790.38</u></u>

Agenda Action Report
prepared for the
Cascade County Commission

ITEM: **Contract 18-132**
 Lease Agreement w/ Food Bank for Senior Nutrition Kitchen

ACTION REQUESTED: **Approve Contract**

PRESENTED BY: **Kim Thiel-Schaaf, Aging Services Director**

SYNOPSIS:

The Aging Services Senior Nutrition Program is located in leased space at the Great Falls Food Bank, 1620 12th Street North. This is a one-year renewal of the lease agreement between the Food Bank and Cascade County for the program. This agreement includes a rental increase to \$1,075/month or \$12,900/year. The term of this agreement is October 1, 2018 – September 30, 2019.

RECOMMENDATION:

Staff recommends that the Commission approve Contract 18-132, Lease Agreement with Great Falls Food Bank for Senior Nutrition Kitchen Space.

TWO MOTIONS PROVIDED FOR CONSIDERATION:

MOTION TO APPROVE: Madam Chairwoman, I move that the Commissioners approve Contract 18-132, Lease agreement between Great Falls Food Bank and Cascade County (Area VIII Agency on Aging) for space used by Aging Services Senior Nutrition Programs.

MOTION TO DENY: Madam Chairwoman, I move that the Commissioners deny Contract 18-132, Lease agreement between Great Falls Food Bank and Cascade County for space used by Aging Services Senior Nutrition Programs.

COMMERCIAL LEASE

THIS LEASE is made and entered into effective upon signing by both parties, by and between GREAT FALLS COMMUNITY FOOD BANK, INC., a Montana nonprofit corporation, with principal offices at 1620 12th Avenue North, Great Falls, Montana 59401 ("Lessor") and MEALS ON WHEELS, a government sponsored nonprofit organization of Great Falls, Montana ("Lessee").

- 1 LEASE Lessor hereby leases to Lessee approximately one thousand eight hundred (1,800) square feet of space located in the Great Falls Community Food Bank building situated on Lots Two (2), Three (3), and Four (4), Block Three (3) Edgewater Industrial Tract, an addition to the City of Great Falls, Cascade County, Montana, according to the official plat or map thereof on file in the office of the Clerk and Recorder of said County. This Lease shall also include the right to use, in common with Lessor and the other tenants of Lessor, the common areas and parking facilities; provided, however, that Lessee shall use the common areas and parking facilities for their intended purposes so as not to unreasonably disrupt or interfere with the business and use of Lessor's other tenants and their agents, employees, volunteer workers, and invitees. Lessor may, from time to time, implement reasonable rules and regulations to ensure orderly and equitable use of the parking area by Lessor and Lessor's tenant and their agents, employees, volunteer workers, and invitees.

This lease agreement is not constructed to be automatically renewed at the end of the term for which drawn, however the intent to renew this agreement by the Tenant will be assumed. All parties will need to sign a new agreement in order to activate a renewal term. If Tenant intends to vacate the Premises at the end of this lease term, Tenants must give at least 60 days' notice prior to the end of this lease. If 60 days' notice of renewal is not given prior to lease term, Tenant is responsible for the equivalent rent amount due for the 60 days after notice is given, even though this lease does not automatically renew.

If the Tenant continues to occupy the Premises and pay rent after this lease has expired, the parties enter into a month-to-month tenancy. The Lessor may at that time alter the terms of the tenancy after giving proper notice of at least 30 days to the tenant.

- 2 TERM AND RENTAL The terms of this Lease will commence upon signing by both parties and end on September 30, 2019 (the "Expiration Date"). Lessee shall pay to Lessor annual rent, in equal monthly payments, on the first day of every month during the term of this Lease as follows:
 - a Lessee shall pay Lessor annual rent in the amount of \$12,900.00, which shall be paid in equal monthly installments of \$1,075 each. For the purposes of this Lease, the term "Lease Year" shall mean a period of twelve (12) consecutive full months, beginning on the first day of October of the applicable calendar year and ending on the last day of September the following calendar year.

- 3 TAXES Lessor shall pay all property taxes and special assessments levied upon the real property (including improvements thereon, but excluding any personally located on the Leased Premises) for 2018 and subsequent years during the term of the Lease, as same come due. Lessee shall pay all property taxes assessed or levied upon Lessee's property located on the Leased Premises.
- 4 INSURANCE AND DESTRUCTION OF THE PREMISES During the term of this Lease, Lessor shall maintain fire and extended coverage insurance upon the Leased Premises. Lessee shall maintain and pay for insurance covering all of Lessee's leasehold improvements, betterments, trade fixtures, merchandise, machinery, equipment and personal property from time to time in, on or upon the Leased Premises.

Lessee shall also maintain comprehensive public liability insurance which shall insure against all liability for property damage and all liability for injury to or death of any person occasioned by, or arising by reason of, occurrences on or about the Leased Premises, including but not limited to the consequences of any act, error or omission on the part of the Lessee, its agents or employees. Such insurance shall be in an amount no less than \$750,000 each claim/\$1,500,000 for each occurrence, and Lessor shall be named as an additional insured.

Lessee shall, at any time after the execution of this Lease, upon Lessor's request, provide Lessor with copies of such insurance policies.

If during the term of this Lease, the Leased Premises are destroyed by fire or by the elements, or if said premises are partially destroyed so as to render them unfit for use, then in any of such events, the rentals herein agreed upon shall be waived during the period that the building cannot be used as contemplated by Lessee. In the event a portion of the Leased Premises can be used and is used, then only a portion of the amount shall be deducted from the rentals during the period concerned. Lessee shall not be entitled to any compensation or damages from Lessor for loss of the use of the whole or any part of the Leased Premises, Lessee's personal property or any inconvenience or annoyance occasioned by such damage, except for loss occasioned by the negligence of Lessor.

- 5 UTILITY EXPENSES Lessee and Lessor shall pay their individual charges for heat, power, gas, electricity, garbage, telephone, sewer, and water that are or may be made upon or against the Leased Premises.
- 6 USE AND CONDITION OF PREMISES; COVENANT QUIET ENJOYMENT Lessee shall use the Leased Premises for the purpose of storage, preparation, and dispensing of food to needy persons in accordance with the Meals on Wheels program. No other use of the premises shall be permitted without prior written consent of Lessor. Lessee shall maintain the premises in a clean, safe, and sanitary condition. Lessee shall not use or permit any use of the premises, or any part thereof, which is in violation of any national, state, county or municipal law, ordinance or regulation.

As long as Lessee shall be in compliance with this Lease, Lessor or its agents shall not in any way interfere with Lessee's operation of its business or Lessee's utilization of the Leased Premises; provided, however, that the parties acknowledge that Lessor occupies offices and storage space adjacent to the Leased Premises and Lessee specifically authorizes Lessor to utilize the hallways and doors used by Lessee at the convenience of Lessor so long as said use does not reasonably interfere with the operation of Lessee's business.

- 7 MAINTENANCE Lessee shall take good care of the Leased Premises and shall, at Lessee's own cost and expenses, maintain the interior of the Leased Premises in its present and existing condition, except for normal wear and use, during the period covered by this Lease. Lessor shall, at its own expense, maintain in good order and repair the roof and outside walls and air conditioning and heating systems. Lessee shall be responsible for snow and ice removal in the area immediately outside of Lessee's entrance.

Lessee shall not commit or allow any waste of the Leased Premises. Upon termination of this Lease, Lessee shall return the Leased Premises to Lessor in good order and condition, reasonable wear and tear alone excepted.

- 8 IMPROVEMENTS AND INSTALLATIONS BY LESSEE Lessee is specifically authorized to make tenant improvements upon the Leased Premises, but only upon receiving the prior written consent of Lessor. Such improvements, if any, shall be made in good and workmanlike manner and shall be made with due regard for the basic structure and condition of the premises. All such improvements shall be paid for solely and in full by Lessee with Lessor being in no way charged for such work or costs.

Lessee shall further have the right to install and maintain fixtures, equipment, appliances, signs and other items of personal property as Lessee may desire to install, including a customary sign upon the property, provided, however, that installation of any fixtures, equipment, or appliances shall require the prior written consent of Lessor. All such installation shall remain the property of Lessee, and upon termination of this Lease, Lessee shall have the right to remove such installation as are owned by it. Such removal shall be accomplished in the manner reasonably calculated to do the least damage to the Leased Premises, and Lessee shall be obliged to restore the premises to substantially their original condition, reasonable wear and tear alone excepted. All costs of such removal and restoration shall be borne by Lessee. If upon termination of the Lease, Lessor and Lessee shall agree that all or any part of Lessee's installations need not be removed, but will be permitted to remain, then said improvements and personal property agreed to be permitted to remain shall forthwith become the property of Lessor, to belong to Lessor and its successors and assigns absolutely and forever. Any of Lessee's property or installations remaining in the Leased Premises after the termination of this Lease may, but need not be, deemed to be abandoned if Lessor so elects.

- 9 SAVE HARMLESS Lessee shall save and hold Lessor harmless from any and all liability, damages, or claims of damages of any nature or description for injuries arising out of or in connection with the operation of Lessee's business, or any other business upon the Leased Premises; or arising from any violation of any national, state, county or municipal law,

ordinance or regulation of any duty which may be owing by Lessee to any person or any obligation of Lessee under this Lease; or any damage by reason of the condition of the Leased Premises or any fixtures, equipment, appliances, or other personal property of Lessee therein or by reason of the operation of maintenance thereof; or generally arising out of the possession of the Leased Premises by Lessee during the term of this Lease.

- 10 SUBLETTING OR SUBLEASING In the event Lessee shall attempt to sublet or sublease any part or all of the Leased Premises without the written consent of Lessor, Lessor shall have the option to terminate this Lease immediately. In the event of any approved sublease, such sublease shall in no way relieve Lessee herein from any obligation, term or condition of this Lease.
- 11 LIENS Lessee shall promptly pay its contractors, subcontractors, and materialmen for all work done and performed by or for Lessee, so as to prevent the assertion or imposition of liens upon or against the Leased Premises. Should any lien be asserted or filed, Lessee shall discharge or bond against the same within said ten (10) days, the Lessor may satisfy and remove the lien by paying the full amount claimed, without investigating the validity thereof, and Lessee shall pay Lessor upon demand the amount paid out by Lessor on Lessee's behalf, including Lessor's costs and expenses.
- 12 DEFAULT In the event of default in the payment of rent or any installment thereof, whether the same be demanded or not, or if Lessee shall commit or suffer any waste to be committed in or upon the Lease Premises, or if default shall be made by Lessee in the performance or observance of any other covenant or agreement or condition of this Lease, and in the event that such default or condition, or any of them, shall exist for a period of ten (10) days, then Lessor may give Lessee written notice of such default. In the event the default or defaults are not cured in their entirety within thirty (30) days after the delivery of said written notice, Lessor, or its successor or assigns, shall have the option to pursue any one or more of the following remedies, without any notice to or demand upon Lessee whatsoever:
 - a terminate this Lease, in which event Lessee shall immediately surrender the Leased Premises to Lessor and if Lessee fails to do so, Lessor may, without prejudice to any other remedy or relief Lessor may have regarding possession of the Leased Premises, enter upon and take possession of the leased Premises, re-let the Leased Premises, and expel or remove Lessee and any other person who may be occupying the Leased Premises, or any part thereof, without being subject to prosecution or liable for any claim for damages; and Lessee agrees to pay Lessor on demand the amount of any and all loss, damage or expenses which Lessor may suffer by reason of such termination, whether through inability to re-let the Leased Premises on satisfactory terms, or otherwise; or
 - b terminate Lessee's right to possession without terminating the Lease or Lessee's obligation to pay rent hereunder and enter and take possession of the Leased Premises and expel or remove Lessee and any other such person who may be occupying the Leased Premises, without being subject to prosecution or liable for any claim of damages, and re-let the Leased Premises, as Lessee's agent, and receive the rent therefore; and Lessee agrees to pay Lessor on demand any deficiency that may arise over the term of this Lease

by reason of such re-letting, and Lessor shall in no way be responsible or liable for any failure to re-let the Leased Premises or any part thereof, or for any failure to collect rent due upon such re-letting; or

- c enter the Leased Premises without being subject to prosecution or liable for any claim for damages, and do whatever Lessee is obligated to do under the terms of this Lease, and Lessee agrees to reimburse Lessor for any expenses which Lessor may incur in effecting compliance with Lessee's obligations hereunder, including reasonable attorney's fees; or
- d enter upon the Leased Premises and take possession of all property of Lessee on the Leased premises, or any part thereof, and sell it on commercially reasonable terms and apply the proceeds of sale first toward the cost of sale and then toward payment of unpaid rent or other damages, any remainder to be paid to Lessee.

Pursuit of any of the foregoing remedies shall not preclude pursuit of any other remedies provided by law, nor shall pursuit of any remedy herein provided constitute a forfeiture or waiver of any rent due to Lessor or of any damage accruing to Lessor by reason of the violation of any of the terms or covenants of this Lease. Forbearance by Lessor to enforce one or more of the remedies herein shall not be deemed or construed a waiver of such default.

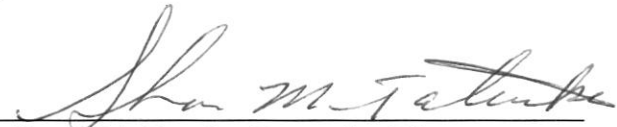
- 13 TIME OF ESSENCE Time shall be of the essence of this Lease and all the terms, covenants and conditions hereof shall be performed at or before the times herein set forth. Any forbearance on the part of Lessor in the enforcement of the terms and conditions of this Lease shall in no way be construed as a waiver of default thereof or waiver of the obligatory effect of such provision.
- 14 CONSTRUCTION AND BINDING EFFECT This Lease shall be construed under the laws of the State of Montana and shall be binding upon and inure to the benefit of the respective parties and their successors and assigns.
- 15 NOTICE Any notice hereunder shall be given in writing by serving the same upon the person to whom the notice is addressed either personally, by U.S. mail, or by private overnight carrier service, at the addresses set forth above, or such other address as may be furnished in writing by any party to the other. Receipt of any notice shall be the date of delivery if delivered in person or by private overnight carrier service, or, if mailed, upon the earlier of receipt or two (2) days from the date of postmark.
- 16 ENTIRE AGREEMENT This lease constitutes the entire agreement between Lessor and Lessee with respect to its subject matter and may only be modified, amended, or restated in writing signed by all the parties.

IN WITNESS WHEREOF, Lessor and Lessee have signed and sealed this Lease as of the day and year first above written.

GREAT FALLS COMMUNITY FOOD BANK, INC.

Lessor


By: _____


Shaun M. Tatarka, Executive Director

CASCADE COUNTY AGING SERVICES – Senior Nutrition/Meals on Wheels

Lessee

By: _____


Kimberliegh L. Thiel-Schaaf, Area VIII Agency on Aging Director

Passed and adopted this 24th day of July, 2018

BOARD OF COUNTY COMMISSIONERS

CASCADE COUNTY, MONTANA

Jane Weber, Chair

Joe Briggs, Commissioner

James Larson, Commissioner

Attest

On this 24th day of July, 2018 I hereby attest the above-written signatures of the Board of Cascade County Commissioners.

Rina Fontana Moore, Cascade County Clerk and Recorder
(SEAL)

July 24, 2018

Contract 18-133

Agenda Action Report
prepared for the
Cascade County Commission

ITEM: **Contract 18-133**
 Amendment to DPHHS Purchase Service
 Contract #16221000008
 SFY 2018 Final Budget Area VIII Agency on Aging

ACTION REQUESTED: **Approve Contract 18-133**

PRESENTED BY: **Kim Thiel-Schaaf, Aging Services Director**

SYNOPSIS:

The Area VIII Agency on Aging is funded in part through a purchased service agreement with DPHHS for the provision of services under the federal Older Americans Act. The Master Contract is referenced as 15-138, R0312242 and this modification to the FY2018 Budget is the final amendment for the fiscal year. The original budget for FY2018 was approved as Contract 17-117, R0344790, and as is practice a final amendment is issued to account for changes in the year. This year, changes were made for FY2017 Federal Carryover as well as current year budget cuts to SHIP and State General Funds. This budget modification finalizes the funding that was paid and used during FY2018 for a total of \$874,401 provided by the Montana Department of Health and Human Services.

RECOMMENDATION:

Staff recommends that the Commission approve Contract 18-133, Final Amendment to DPHHS Purchase Service Agreement 16221000008 SFY2018 Final Budget Area VIII Agency on Aging.

TWO MOTIONS PROVIDED FOR CONSIDERATION:

MOTION TO APPROVE: Madam Chairwoman, I move that the Commissioners approve Contract 18-133, Amendment to DPHHS Purchase Service Contract #16221000008, SFY2018 Final Budget Area VIII Agency on Aging.

MOTION TO DENY: Madam Chairwoman, I move that the Commissioners deny Contract 18-133, Amendment to DPHHS Purchase Service Contract #16221000008, SFY2018 Final Budget Area VIII Agency on Aging.

AMENDMENT TO
PURCHASE OF SERVICE CONTRACT NO. 16221000008
SFY 2018 FINAL BUDGET MODIFICATION
AREA VIII AGENCY ON AGING

THIS AMENDMENT is made and entered into this 1st day of May 2018, by and between Area VIII Agency on Aging and the Montana Department of Public Health and Human Services.

1. The parties to Contract No. 16221000008 have determined the following portions of Contract No. 16221000008 are in need of modification:
 - A. SECTION 5, CONSIDERATION AND PAYMENTS, Subsection A, Paragraphs 1, 2, 3, 4, 5, 6, 7, and Subsection E.
 - B. The entirety of ATTACHMENT A.
2. Therefore, the parties agree that the portions of Contract No. 16221000008 which are cited above shall be amended to include the following:

SECTION 5. CONSIDERATION AND PAYMENTS

A. Reimbursement

In consideration of the services to be provided through this Contract for Fiscal Year 2018, the Contractor is to receive from the Department reimbursement for services rendered in accordance with those costs provided for in the amended budgets in Attachment A.

1. Administration Budget:
The total amount of Federal and State funds to be expended under this contract for Area Agency Administration in SFY2018 is changed from \$70,059 to \$76,691. The line item categories and identification of resources are listed in Attachment A.
2. Direct Supportive Service Programs Budget:
The total amount of Federal and State funds to be expended under this contract for Direct Supportive Service Programs in SFY2018 is changed from \$226,859 to \$253,165. SHIP funds decreased from \$31,108 to \$24,141. New MIPPA funds were added as MIPPA-SHIP \$5,141, MIPPA-AAA \$2,848 and MIPPA-ADRC \$1,005. The line item categories and identification of resources are listed in Attachment A, Section B1.
3. Contracted Aging Supportive Services Budget:

The total amount of Federal and State funds to be expended under this contract for Area Contracted Supportive Services in SFY2018 is changed from \$63,523 to \$82,179. The line item categories and identification of resources are listed in Attachment A, Section B2.

4. Contracted Preventive Health Services Budget:

The total amount of Federal and State funds to be expended under this contract for Preventive Health Services in SFY2018 is changed from \$110,456 to \$111,506. The line item categories and identification of resources are listed in Attachment A, Section B3.

5. Contracted Congregate Meals Budget:

The total amount of Federal and State funds to be expended under this contract for Congregate Meals in SFY2018 is changed from \$133,949 to \$170,602. The line item categories and identification of resources are listed in Attachment A, Section C1.

6. Contracted Home Delivered Meals Budget:

The total amount of Federal and State funds to be expended under this contract for Home Delivered Meals in SFY2018 is changed from \$235,567 to \$243,065, which includes an estimate of \$55,000 of NSIP funds. The line item categories and identification of resources are listed in Attachment A, Section C2.

7. Total Reimbursement Available

The total of Federal and State reimbursement provided to the Contractor for the purposes of this contract for SFY2018 is changed from \$840,413 to \$874,401, which includes an estimate of \$55,000 of NSIP funds, and \$92,796 carryover of Federal funds from SFY 17.

E. The Contractor must provide \$268,340 in matching funds and the sub-contractors must provide \$164,491 in matching funds.

I. Billing Procedures and Requirements

4. The Contractor must submit, on or before the **20th** day of each month, financial reports in a format authorized by the State Office on Aging. The reports may be submitted by mail or email. Additionally, the Contractor must submit, on or before the **25th** day of each month, client and units of service (program) data for each provided service utilizing the Montana Aging Services Tracking System (MASTS). Failure to submit either financial or program reports on a timely basis will result in withholding of payments until the required reports are received.

ATTACHMENT A: The document attached to this amendment, which is entitled ATTACHMENT A - 2018 Budget for Area VIII Agency on Aging shall appear in its place.

3. The parties understand that this modification applies only to those portions of Contract No. 16221000008 which have been cited above and does not alter or nullify any other portions of this agreement. All other portions of this agreement, which are not referred to above, remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this contract modification on the dates set out below.

MONTANA DEPARTMENT OF PUBLIC HEALTH AND HUMAN SERVICES

By: _____ Date _____
Barbara Smith, Administrator

AREA VIII AGENCY ON AGING

By: _____ Date _____
Kimberliegh Thiel-Schaaf, Director

CASCADE COUNTY AREA VIII AGENCY ON AGING
BOARD OF COUNTY COMMISSIONERS, CASCADE COUNTY, MONTANA

Passed and adopted this 24th day of July, 2018.

By: _____
Jane Weber, Chair

By: _____
Joe Briggs, Commissioner

By: _____
James Larson, Commissioner

ATTEST

On this 24th day of July, 2018, I hereby attest the above-written signatures of Jane Weber, James Larson and Joe Briggs, Cascade County Commissioners.

Rina Moore, Cascade County Clerk & Recorder

ATTACHMENT A

2018 Budget
Area VIII Agency on Aging

	Area Admin	Direct Service Programs*	Contracted Services**	Total
Personnel	\$ 119,339	\$ 355,124	\$ 469,143	\$ 943,606
Supplies	8,316	16,644	-	24,960
Communications	1,000	4,244	-	5,244
Repairs/Maintenance	6,632	2,000	-	8,632
Travel & Training	13,476	83,000	42,302	138,778
Building Space	9,155	12,268	-	21,423
Insurance	1,195	4,780	-	5,975
Equipment		-	-	-
Contracted Services	3,500	1,475	19,402	24,377
Other	3,500	5,548	447,340	456,388
Direct Cost Plan	-	-	-	-
TOTAL	\$ 166,113	\$ 485,083	\$ 978,187	\$ 1,629,383
<u>Sources of Funding:</u>				
FY17 Carryover	\$ 6,632	\$ 35,037	\$ 51,127	\$ 92,796
IIIA	-	-	-	-
IIIB	5,094	2,789	65,796	73,679
IIIB Ombud		14,794	-	14,794
IIIC1	8,383	-	115,847	124,230
IIIC2	6,616	-	67,577	74,193
IIID		-	7,426	7,426
IIIE	4,698	-	46,980	51,678
VII Ombud		6,832	-	6,832
SHIP		24,141	-	24,141
MIPPA - SHIP		5,141	-	5,141
MIPPA - AAA		2,848	-	2,848
MIPPA - ADRC		1,005	-	1,005
State General Fund	45,268	160,578	178,943	384,789
NSIP***	-	-	55,000	55,000
<i>Subtotal</i>	<i>\$ 76,691</i>	<i>\$ 253,165</i>	<i>\$ 588,696</i>	<i>\$ 918,552</i>
Local Match	79,222	189,118	164,491	432,831
Commodities		-	-	-
Project Income		42,800	177,000	219,800
Other Resources	10,200	-	48,000	58,200
TOTAL	\$ 166,113	\$ 485,083	\$ 978,187	\$ 1,629,383

* See Sections B1 for detail.

**See Sections B2, B3, B4, C1, and C2 for detail.

***Estimate

ATTACHMENT A
Section B1

2018 Budget
Direct Supportive Service Programs

	SHIP/ I & A	Ombudsman	Homemaker	Trans- portation	Total
Personnel	\$ 39,708	\$ 81,772	\$ 112,542	\$ 121,102	\$ 355,124
Supplies	8,234	1,110	3,500	3,800	16,644
Communications	230	2,414	1,500	100	4,244
Repairs/Maintenance	2,000				2,000
Travel/Training	9,000	14,500	14,500	45,000	83,000
Building Space	3,067	3,067	3,067	3,067	12,268
Insurance	1,195	1,195	1,195	1,195	4,780
Equipment					-
Contracted Services		-	975	500	1,475
Other	1,433	3,115	-	1,000	5,548
Direct Cost Plan					-
TOTAL	\$ 64,867	\$ 107,173	\$ 137,279	\$ 175,764	\$ 485,083
<u>Sources of Funding:</u>					
FY17 Carryover	\$ 25,143	\$ 9,894			\$ 35,037
IIIB	2,789	-			2,789
IIIB Ombudsman		14,794			14,794
IIIE					-
VII Ombud		6,832			6,832
SHIP	24,141				24,141
MIPPA - SHIP	5,141				5,141
MIPPA - AAA	2,848				2,848
MIPPA - ADRC	1,005				1,005
State General Fund	3,000	69,458	88,120		160,578
Sub-Total	\$ 64,067	\$ 100,978	\$ 88,120	\$ -	\$ 253,165
Local Match*	-	6,195	19,159	163,764	189,118
Project Income	800		30,000	12,000	42,800
Other Resources					-
TOTAL	\$ 64,867	\$ 107,173	\$ 137,279	\$ 175,764	\$ 485,083

ATTACHMENT A
Section B2

2018 Budget
Contracted Aging Supportive Services

<u>Contracted Services</u>	Respite Services
Personnel	\$ 73,117
Travel/Training	3,500
Contracted Servs	-
Other	5,562
Direct Cost Plan	
TOTAL	<u>\$ 82,179</u>
<u>Sources of Funding:</u>	
FY17 Carryover	\$ -
IIIB	
IIIE	46,980
State General Fund	16,543
Sub-Total	<u>\$ 63,523</u>
Local Match	16,656
Project Income	2,000
Other Resources	-
TOTAL	<u>\$ 82,179</u>

ATTACHMENT A
Section B3

2018 Budget
Area Contracted Preventive Health Services

<u>Contracted Services</u>	<u>Disease Prevention Services</u>
Personnel	
Travel & Training	3,000
Contracted Services	14,402
Other	94,104
	<hr/>
TOTAL	\$ 111,506
	<hr/>
<u>Sources of Funding:</u>	
FY17 Carryover	\$ 6,976
IIIB	65,796
IIID	7,426
State General Fund	31,308
Sub-Total	\$ 111,506
Local Match	
Project Income	
Other Resources	
	<hr/>
TOTAL	\$ 111,506
	<hr/>

ATTACHMENT A
Section C1

2018 Budget
Congregate Meals

Contracted Services

Personnel	131,461
Raw Food/Meals	69,908
Raw Food/Commodities	
Travel & Training	10,400
Contracted Services	
Other	19,395
TOTAL	<u>\$231,164</u>

Sources of Funding:

FY17 Carryover	\$ 36,653
IIIB	
IIIC1	115,847
IIIC2	
State General Fund	18,102
NSIP*	
<i>Subtotal</i>	<u>\$ 170,602</u>
Local Match	20,562
Commodities	
Project Income	40,000
Other Resources	
TOTAL	<u>\$ 231,164</u>

*Estimate

ATTACHMENT A
Section C2

2018 Budget
Home Delivered Meals

Contracted Services

Personnel	264,565
Raw Food/Meals	189,405
Raw Food/Commodities	
Travel & Training	25,402
Contracted Services	5,000
Other	68,966
	<hr/>
TOTAL	\$ 553,338
	<hr/>

Sources of Funding:

FY17 Carryover	\$ 7,498
IIIB	-
IIIC1	
IIIC2	67,577
State General Fund	112,990
NSIP*	55,000
Subtotal	\$ 243,065
Local Match	127,273
Commodities	
Project Income	135,000
Other Resources	48,000
	<hr/>
	\$ 553,338
	<hr/>

*Estimate

July 24, 2018

Contract #18-137

Agenda Action Report
Prepared for the
Cascade County Commission

ITEM: Amendment to Tyler Technologies Agreement
(R0240042) for the Eagle Recorder Platform

INITIATED AND PRESENTED BY: Sean Higginbotham, IT Director

ACTION REQUESTED: Approval of Contract 18-137

BACKGROUND:

The purpose of this amendment is to transition the on-premise Eagle Recorder Platform in use by the Clerk and Recorders Office to Tyler Technologies hosting environment. The current platform as architected does not allow for the growth or service expansion desired by the Clerk and Recorders Office. The proposed agreement would allow for additional vendor support and offer additional service capacities, such as e-commerce to the platform. The amendments fiscal impact to Cascade County has a onetime service fee of \$25,340 and a recurring annual increase of \$17,500.

RECOMMENDATION: Approval of Contract 18-137

TWO MOTIONS PROVIDED FOR CONSIDERATION:

MOTION TO APPROVE:

Madam Chair, I move that the Commission approve Contract 18-137 amending the Tyler Technologies Sales Agreement R0240042 allowing for the transition of the on-premise Eagle Recorder Platform to Tyler Technologies Hosting Environment.

MOTION TO DISAPPROVE:

Madam Chair, I move that the Commission disapprove Contract 18-137 amending the Tyler Technologies Sales Agreement R0240042 allowing for the transition of the on-premise Eagle Recorder Platform to Tyler Technologies Hosting Environment.

2018-6249



CONTRACT

18-137

AMENDMENT

This amendment ("Amendment") is made effective as of the last party to sign as indicated below ("Amendment Effective Date"), by and between Tyler Technologies, Inc. ("Tyler", "us", "we"), a Delaware corporation with offices at 5519 53rd Street, Lubbock, TX 79414, and Cascade County Clerk and Recorder, Montana ("Client", "you") with offices at 121 4th Street North, Suite 1B-1, Great Falls, MT 59403.

WHEREAS, Tyler and Client are parties to a Sales Agreement, effective April 2, 2007 ("Agreement"), under which Client acquired licenses to the software described therein (the "Tyler Software") as well as related professional services, and maintenance and support; and

WHEREAS, Client desires to amend the Agreement to add additional services;

NOW THEREFORE, in consideration of the foregoing and of the mutual covenants and promises set forth herein, Tyler and Client hereby agree as follows:

1. Additional Services. Tyler and Client agree that the following services are added to the Agreement:

[Remainder of Page Intentionally Left Blank]



Quoted By: Christine Jandreau
 Quote Expiration: 11/4/2018
 Quote Name: Cascade County - Move to Hosting
 Quote Number: 2018-49640
 Quote Description: Cascade County - Move to Hosting

Sales Quotation For
 Rina Moore
 Cascade County Clerk and Recorder
 PO Box 2867
 121 4th ST North, Suite 1B-1
 Great Falls, MT 59403
 Phone: +1 (406) 454-6801

Tyler Software and Related Services - SaaS

Description	Quantity	# of Years	Annual Fee
Eagle			
Hosting	1		
	TOTAL:	5	\$17,500

Professional Services

Description	Quantity	Unit Price	Extended Price
Move to Hosting Services	40	\$140	\$5,600
Project Management -Eagle	16	\$140	\$2,240
	TOTAL:		\$7,840

Summary

	One Time Fees	Recurring Fees
Total Tyler SaaS	\$0	\$17,500
Total Tyler Services	\$7,840	\$0
Total Third Party Hardware, Software and Services	\$0	\$0
Summary Total	\$7,840	\$17,500
Contract Total	\$25,340	

Comments

Please Note: Hosting fee listed above is in addition to current annual Eagle software support fees.

Services Include:

Project Management**Deployment/Implementation Team:**

- 1) Data migration
- 2) Data Testing
- 3) Configuration of application in house functionality
- 4) Assistance with deploying clients to connect to hosting instance
- 5) Create client users
- 6) Configure data to new hosted instance and load new hosted users
- 7) Data Transfer and sync to data center
- 8) Testing for Go-Live

2. Term. The initial term of this Amendment is five (5) years from the first day of the first month following the Amendment Effective Date, unless earlier terminated as set forth below. Upon expiration of the initial term, this Amendment will renew automatically for additional one (1) year renewal terms at Tyler's then-current SaaS Fees for hosting your Data unless terminated in writing by either party at least sixty (60) days prior to the end of the then-current renewal term. Client's right to use the Tyler hosting services for the Tyler Software will terminate at the end of this Amendment.
3. Termination. This Amendment may be terminated as set forth below. In the event of termination, Client will pay Tyler for all undisputed fees and expenses related to the software, products, and/or services Client has received, or Tyler has incurred or delivered, prior to the effective date of termination. Disputed fees and expenses in all terminations other than Client termination for cause must have been submitted as invoice disputes.
 - 3.1 Failure to Pay SaaS Fees. Client acknowledges that continued access to the Hosting Services is contingent upon Client's timely payment of SaaS Fees. If Client fails to timely pay the SaaS Fees, we may discontinue the Hosting Services and deny your access to the Tyler Software hosted by Tyler. Tyler may also terminate this Amendment if Client does not cure such failure to pay within forty-five (45) days of receiving written notice of Tyler's intent to terminate.
 - 3.2 For Cause. If Client believes Tyler has materially breached this Amendment, prior to terminating the Amendment, Client will invoke the Dispute Resolution clause set forth in Agreement.
 - 3.3 Force Majeure. Either party has the right to terminate this Amendment if a Force Majeure event suspends performance of the Hosting Services for a period of forty-five (45) days or more.
 - 3.4 Lack of Appropriations. If Client should not appropriate or otherwise make available funds sufficient to utilize the Hosting Services, Client may unilaterally terminate this Amendment upon thirty (30) days written notice to Tyler. Client will not be entitled to a refund or offset of previously paid, but unused SaaS Fees. Client agrees not to use termination for lack of appropriations as a substitute for termination for convenience.
4. Payment Terms.
 - 4.1 *Implementation and Other Professional Services (including training)*: Implementation and other professional services (including training) are billed and invoiced as delivered, at the rates set forth in Section 1 of this Amendment.
 - 4.2 *SaaS Fees*: SaaS Fees for hosting the Tyler Software are invoiced annually in advance, beginning on the commencement of the initial term of this Amendment as set forth in Section 2 of this Amendment. Years 1-5 SaaS Fees are at the rate set forth in Section 1 of this Amendment. Subsequent annual SaaS Fees will be at our then-current rates.
5. Hosting Services.
 - a. Hosting Services shall consist of the services set forth in this Section 5 and the right to receive Downtime resolution under the terms of the service level agreement attached hereto as

Appendix C.

- b. You will be hosted on shared hardware in a Tyler data center, but in a database dedicated to you, which is inaccessible to our other customers.
- b. We have fully-redundant telecommunications access, electrical power, and the required hardware to provide access to the Tyler Software in the event of a disaster or component failure. In the event any of your Data has been lost or damaged due to an act or omission of Tyler or its subcontractors or due to a defect in the Tyler software, we will use best commercial efforts to restore all the Data on servers in accordance with the architectural design's capabilities and with the goal of minimizing any Data loss as greatly as possible. In no case shall the recovery point objective ("RPO") exceed a maximum of twenty-four (24) hours from declaration of disaster. For purposes of this subsection, RPO represents the maximum tolerable period during which your Data may be lost, measured in relation to a disaster we declare, said declaration will not be unreasonably withheld.
- c. In the event we declare a disaster, our Recovery Time Objective ("RTO") is twenty-four (24) hours. For purposes of this subsection, RTO represents the amount of time, after we declare a disaster, within which your access to the Tyler software must be restored.
- d. We conduct annual penetration testing of either the production network and/or web application to be performed. We will maintain industry standard intrusion detection and prevention systems to monitor malicious activity in the network and to log and block any such activity. We will provide you with a written or electronic record of the actions taken by us in the event that any unauthorized access to your database(s) is detected as a result of our security protocols. We will undertake an additional security audit, on terms and timing to be mutually agreed to by the parties, at your written request. You may not attempt to bypass or subvert security restrictions in the Tyler hosting services or environments related to the Tyler software. Unauthorized attempts to access files, passwords or other confidential information, and unauthorized vulnerability and penetration test scanning of our network and systems (hosted or otherwise) is prohibited without the prior written approval of our IT Security Officer.
- e. We test our disaster recovery plan on an annual basis. Our standard test is not client-specific. Should you request a client-specific disaster recovery test, we will work with you to schedule and execute such a test on a mutually agreeable schedule.
- f. We will be responsible for importing back-up and verifying that you can log-in. You will be responsible for running reports and testing critical processes to verify the returned Data. At your written request, we will provide test results to you within a commercially reasonable timeframe after receipt of the request.
- g. We provide secure Data transmission paths from each of your workstations to our servers.
- h. Where applicable with respect to our applications that take or process card payment data, we are responsible for the security of cardholder data that we possess, including functions relating to storing, processing, and transmitting of the cardholder data and affirm that, as of the Effective Date, we comply with applicable requirements to be considered PCI DSS compliant and have performed the necessary steps to validate compliance with the PCI DSS. We agree to

supply the current status of our PCI DSS compliance program in the form of an official Attestation of Compliance, which can be found at <https://www.tylertech.com/about-us/compliance>, and in the event of any change in our status, will comply with applicable notice requirements.

- i. The Hosting Fees are based on the amount of Data Storage Capacity, as hereinafter defined. You may add data storage capacity at our then-current list price by executing a mutually agreed addendum. In the event you regularly and/or meaningfully exceed the Data Storage Capacity, we reserve the right to charge you additional fees commensurate with the overage(s). For purposes of this Amendment, the term “Data” means your data necessary to utilize the Tyler Software, and the phrase “Data Storage Capacity” means the contracted amount of storage capacity for your Data, being 600GBs as of the Amendment Effective Date.
6. **Limitation of Liability.** EXCEPT AS OTHERWISE EXPRESSLY SET FORTH IN THE AGREEMENT, OUR LIABILITY FOR DAMAGES ARISING OUT OF THIS AMENDMENT, WHETHER BASED ON A THEORY OF CONTRACT OR TORT, INCLUDING NEGLIGENCE AND STRICT LIABILITY, SHALL BE LIMITED TO CLIENT’S ACTUAL DIRECT DAMAGES, NOT TO EXCEED (A) DURING THE INITIAL TERM, AS SET FORTH IN SECTION 2 OF THIS AMENDMENT, TOTAL FEES PAID AS OF THE TIME OF THE CLAIM; OR (B) DURING ANY RENEWAL TERM, THE THEN-CURRENT ANNUAL SAAS FEES PAYABLE IN THAT RENEWAL TERM. THE PARTIES ACKNOWLEDGE AND AGREE THAT THE PRICES SET FORTH IN THIS AMENDMENT ARE SET IN RELIANCE UPON THIS LIMITATION OF LIABILITY AND TO THE MAXIMUM EXTENT ALLOWED UNDER APPLICABLE LAW, THE EXCLUSION OF CERTAIN DAMAGES, AND EACH SHALL APPLY REGARDLESS OF THE FAILURE OF AN ESSENTIAL PURPOSE OF ANY REMEDY.
7. A new Appendix A – Service Level Agreement as attached hereto is hereby added to the Agreement.
8. A new Appendix C Schedule 1 – Support Call Process as attached hereto is hereby added to the Agreement. In the event of conflict between the terms of Appendix C Schedule 1 and the terms of the Agreement, the terms of Appendix C Schedule 1 shall control.
9. All terms and conditions of the Agreement not herein amended remain in full force and effect. In the event of a conflict between the terms of this Amendment and the terms of the Agreement, the terms of this Amendment shall govern.

IN WITNESS WHEREOF, persons having been duly authorized and empowered to enter into this amendment hereunto executed this Amendment effective as of the date last set forth below.

Tyler Technologies, Inc.
Local Government Division

Cascade County, Montana

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____



Appendix A

Service Level Agreement

I. Agreement Overview

This SLA operates in conjunction with, and does not supersede or replace any part of, the Agreement. It outlines the information technology service levels that we will provide to you to ensure the availability of the Hosting Services that you have requested us to provide. All other support services are documented in the Support Call Process. This SLA does not apply to any components of Tyler Software not hosted by Tyler through the Hosting Services.

II. **Definitions.** Except as defined below, all defined terms have the meaning set forth in the Agreement.

Attainment: The percentage of time the Tyler Software is available during a calendar quarter, with percentages rounded to the nearest whole number.

Client Error Incident: Any service unavailability resulting from your applications, content or equipment, or the acts or omissions of any of your service users or third-party providers over whom we exercise no control.

Downtime: Those minutes during which the Tyler Software is not available for your use. Downtime does not include those instances in which only a Defect is present.

Service Availability: The total number of minutes in a calendar quarter that the Tyler Software is capable of receiving, processing, and responding to requests, excluding maintenance windows, Client Error Incidents and Force Majeure.

Tyler Software: Our proprietary software, including any integrations, custom modifications, and/or other related interfaces identified in and licensed by us to you pursuant to the Agreement.

III. **Service Availability**

The Service Availability of the Tyler Software is intended to be 24/7/365. We set Service Availability goals and measures whether we have met those goals by tracking Attainment.

a. Your Responsibilities

Whenever you experience Downtime, you must make a support call according to the procedures outlined in the Support Call Process. You will receive a support incident number.

You must document, in writing, all Downtime that you have experienced during a calendar quarter. You must deliver such documentation to us within 30 days of a quarter's end.

The documentation you provide must evidence the Downtime clearly and convincingly. It must include, for example, the support incident number(s) and the date, time and duration of the Downtime(s).

b. Our Responsibilities

When our support team receives a call from you that Downtime has occurred or is occurring, we will work with you to identify the cause of the Downtime (including whether it may be the result of a Client Error Incident or Force Majeure). We will also work with you to resume normal operations.

Upon timely receipt of your Downtime report, we will compare that report to our own outage logs and support tickets to confirm that Downtime for which we were responsible indeed occurred.

We will respond to your Downtime report within 30 day(s) of receipt. To the extent we have confirmed Downtime for which we are responsible, we will provide you with the relief set forth below.

c. Client Relief

When a Service Availability goal is not met due to confirmed Downtime, we will provide you with relief that corresponds to the percentage amount by which that goal was not achieved, as set forth in the Client Relief Schedule below.

Notwithstanding the above, the total amount of all relief that would be due under this SLA per quarter will not exceed 5% of one quarter of the then-current Hosting Fee for Tyler Software impacted by Downtime. The total credits confirmed by us in one or more quarters of a billing cycle will be applied to the Hosting Fee for the next billing cycle. Issuing of such credit does not relieve us of our obligations under the Agreement to correct the problem which created the service interruption.

Every quarter, we will compare confirmed Downtime to Service Availability. In the event actual Attainment does not meet the targeted Attainment, the following Client relief will apply, on a quarterly basis:

Targeted Attainment	Actual Attainment	Client Relief
100%	98-99%	Remedial action will be taken.
100%	95-97%	4% credit of the Hosting Fee for affected calendar quarter will be posted to next billing cycle
100%	<95%	5% credit of the Hosting Fee for affected calendar quarter will be posted to next billing cycle

You may request a report from us that documents the preceding quarter's Service Availability, Downtime, any remedial actions that have been/will be taken, and any credits that may be issued.

IV. **Applicability**

The commitments set forth in this SLA do not apply during maintenance windows, Client Error Incidents, and Force Majeure.

We perform maintenance during limited windows that are historically known to be reliably low-traffic times. If and when maintenance is predicted to occur during periods of higher traffic, we will provide advance notice of those windows and will coordinate to the greatest extent possible with you.

V. Force Majeure

You will not hold us responsible for not meeting service levels outlined in this SLA to the extent any failure to do so is caused by Force Majeure. In the event of Force Majeure, we will file with you a signed request that said failure be excused. That writing will at least include the essential details and circumstances supporting our request for relief pursuant to this Section. You will not unreasonably withhold its acceptance of such a request.



Appendix C Schedule 1 Support Call Process

Support Channels

Tyler Technologies, Inc. provides the following channels of software support:

- (1) Tyler Community – an on-line resource, Tyler Community provides a venue for all Tyler clients with current maintenance agreements to collaborate with one another, share best practices and resources, and access documentation.
- (2) On-line submission (portal) – for less urgent and functionality-based questions, users may create unlimited support incidents through the customer relationship management portal available at the Tyler Technologies website.
- (3) Email – for less urgent situations, users may submit unlimited emails directly to the software support group.
- (4) Telephone – for urgent or complex questions, users receive toll-free, unlimited telephone software support.

Support Resources

A number of additional resources are available to provide a comprehensive and complete support experience:

- (1) Tyler Website – www.tylertech.com – for accessing client tools and other information including support contact information.
- (2) Tyler Community – available through login, Tyler Community provides a venue for clients to support one another and share best practices and resources.
- (3) Knowledgebase – A fully searchable depository of thousands of documents related to procedures, best practices, release information, and job aides.
- (4) Program Updates – where development activity is made available for client consumption

Support Availability

Tyler Technologies support is available during the local business hours of 8 AM to 5 PM (Monday – Friday) across four US time zones (Pacific, Mountain, Central and Eastern). Clients may receive coverage across these time zones. Tyler's holiday schedule is outlined below. There will be no support coverage on these days.

New Year's Day	Thanksgiving Day
Memorial Day	Day after Thanksgiving
Independence Day	Christmas Day
Labor Day	

Issue Handling

Incident Tracking

Every support incident is logged into Tyler's Customer Relationship Management System and given a unique incident number. This system tracks the history of each incident. The incident tracking number is used to track and reference open issues when clients contact support. Clients may track incidents, using the incident number, through the portal at Tyler's website or by calling software support directly.

Incident Priority

Each incident is assigned a priority number, which corresponds to the client's needs and deadlines. The client is responsible for reasonably setting the priority of the incident per the chart below. This chart is not intended to address every type of support incident, and certain "characteristics" may or may not apply depending on whether the Tyler software has been deployed on customer infrastructure or the Tyler cloud. The goal is to help guide the client towards clearly understanding and communicating the importance of the issue and to describe generally expected responses and resolutions.

Priority Level	Characteristics of Support Incident	Resolution Targets
1 Critical	Support incident that causes (a) complete application failure or application unavailability; (b) application failure or unavailability in one or more of the client's remote location; or (c) systemic loss of multiple essential system functions.	Tyler shall provide an initial response to Priority Level 1 incidents within one (1) business hour of receipt of the support incident. Tyler shall use commercially reasonable efforts to resolve such support incidents or provide a circumvention procedure within one (1) business day. For non-hosted customers, Tyler's responsibility for lost or corrupted Data is limited to assisting the client in restoring its last available database.
2 High	Support incident that causes (a) repeated, consistent failure of essential functionality affecting more than one user or (b) loss or corruption of Data.	Tyler shall provide an initial response to Priority Level 2 incidents within four (4) business hours of receipt of the support incident. Tyler shall use commercially reasonable efforts to resolve such support incidents or provide a circumvention procedure within ten (10) business days. For non-hosted customers, Tyler's responsibility for loss or corrupted Data is limited to assisting the client in restoring its last available database.
3 Medium	Priority Level 1 incident with an existing circumvention procedure, or a Priority Level 2 incident that affects only one user or for which there is an existing circumvention procedure.	Tyler shall provide an initial response to Priority Level 3 incidents within one (1) business day of receipt of the support incident. Tyler shall use commercially reasonable efforts to resolve such support incidents without the need for a circumvention procedure with the next published maintenance update or service pack. For non-hosted customers, Tyler's responsibility for lost or corrupted Data is limited to assisting the client in restoring its last available database.
4 Non-critical	Support incident that causes failure of non-essential functionality or a cosmetic or other issue that does not qualify as any other Priority Level.	Tyler shall provide an initial response to Priority Level 4 incidents within two (2) business days. Tyler shall use commercially reasonable efforts to resolve such support incidents, as well as cosmetic issues, with a future version release.

Incident Escalation

Tyler Technology's software support consists of four levels of personnel:

- (1) Level 1: front-line representatives
- (2) Level 2: more senior in their support role, they assist front-line representatives and take on escalated issues
- (3) Level 3: assist in incident escalations and specialized client issues
- (4) Level 4: responsible for the management of support teams for either a single product or a product group

If a client feels they are not receiving the service needed, they may contact the appropriate Software Support Manager. After receiving the incident tracking number, the manager will follow up on the open issue and determine the necessary action to meet the client's needs.

On occasion, the priority or immediacy of a software support incident may change after initiation. Tyler encourages clients to communicate the level of urgency or priority of software support issues so that we can respond appropriately. A software support incident can be escalated by any of the following methods:

- (1) Telephone – for immediate response, call toll-free to either escalate an incident's priority or to escalate an issue through management channels as described above.
- (2) Email – clients can send an email to software support in order to escalate the priority of an issue
- (3) On-line Support Incident Portal – clients can also escalate the priority of an issue by logging into the client incident portal and referencing the appropriate incident tracking number.

Remote Support Tool

Some support calls require further analysis of the client's database, process or setup to diagnose a problem or to assist with a question. Tyler will, at its discretion, use an industry-standard remote support tool. Support is able to quickly connect to the client's desktop and view the site's setup, diagnose problems, or assist with screen navigation. More information about the remote support tool Tyler uses is available upon request.

July 24, 2018

Contract # 18-125

Agenda Action Report
Prepared for the
Cascade County Commission

ITEM: HRSA – Notice of Award – Award #: H80CS00566-17-02

INITIATED AND PRESENTED BY Community Health Care Center/Trista Besich

ACTION REQUESTED: Approval of Contract

BACKGROUND: Revision of grant terms reflecting the relinquishment of Grant # H80CS00566, due to CHCC spin-off, effective December 31, 2018.

RECOMMENDATION: Approval of Contract


TWO MOTIONS PROVIDED FOR CONSIDERATION:

MOTION TO APPROVE:

Madam Chair, I move that the Commission approve Contract 18-125, reflecting the relinquishment of grant # H80CS00566, due to CHCC spin-off, effective December 31, 2018.

MOTION TO DISAPPROVE:

Madam Chair, I move that the Commission disapprove Contract 18-125, reflecting the relinquishment of grant # H80CS00566, due to CHCC spin-off, effective December 31, 2018.

1. DATE ISSUED: 05/17/2018		2. PROGRAM CFDA: 93.224		 <p>U.S. Department of Health and Human Services HRSA Health Resources and Services Administration</p> <p>NOTICE OF AWARD AUTHORIZATION (Legislation/Regulation) Public Health Service Act, Title III, Section 330 Public Health Service Act, Section 330, 42 U.S.C. 254b Affordable Care Act, Section 10503 Public Health Service Act, Section 330, 42 U.S.C. 254, as amended. Authority: Public Health Service Act, Section 330, 42 U.S.C. 254b, as amended Public Health Service Act, Section 330, 42 U.S.C. 254b, as amended Public Health Service Act, Section 330(e), 42 U.S.C. 254b Section 330 of the Public Health Service Act, as amended (42 U.S.C. 254b, as amended) and Section 10503 of The Patient Protection and Affordable Care Act (P.L. 111-148) Section 330 of the Public Health Service Act, as amended (42 U.S.C. 254b) Public Health Service Act, Section 330, as amended (42 U.S.C. 254b) Section 330 of the Public Health Service (PHS) Act, as amended (42 U.S.C. 254b, as amended) Section 330 of the Public Health Service Act, as amended (42 U.S.C. 254b, as amended)</p>																																										
3. SUPERSEDES AWARD NOTICE dated: 04/18/2018 except that any additions or restrictions previously imposed remain in effect unless specifically rescinded.																																														
4a. AWARD NO.: 4 H80CS00566-17-02	4b. GRANT NO.: H80CS00566	5. FORMER GRANT NO.: H27CS02132																																												
6. PROJECT PERIOD: FROM: 07/01/2002 THROUGH: 12/31/2018																																														
7. BUDGET PERIOD: FROM: 06/01/2018 THROUGH: 12/31/2018																																														
8. TITLE OF PROJECT (OR PROGRAM): Health Center Program																																														
9. GRANTEE NAME AND ADDRESS: CASCADE CITY-COUNTY HEALTH DEPARTMENT 115 4th St S Great Falls, MT 59401-3618 DUNS NUMBER: 867642902 BHCNIS # 084380			10. DIRECTOR: (PROGRAM DIRECTOR/PRINCIPAL INVESTIGATOR) Trista Besich CASCADE CITY-COUNTY HEALTH DEPARTMENT 115 4th St S Great Falls, MT 59401-3618																																											
11. APPROVED BUDGET: (Excludes Direct Assistance) <input type="checkbox"/> Grant Funds Only <input checked="" type="checkbox"/> Total project costs including grant funds and all other financial participation			12. AWARD COMPUTATION FOR FINANCIAL ASSISTANCE: a. Authorized Financial Assistance This Period \$1,594,709.00 b. Less Unobligated Balance from Prior Budget Periods i. Additional Authority \$0.00 ii. Offset \$0.00 c. Unawarded Balance of Current Year's Funds \$1,461,817.00 d. Less Cumulative Prior Awards(s) This Budget Period \$132,892.00 e. AMOUNT OF FINANCIAL ASSISTANCE THIS ACTION \$0.00																																											
<table border="0"> <tr> <td>a. Salaries and Wages :</td> <td>\$2,329,674.00</td> </tr> <tr> <td>b. Fringe Benefits :</td> <td>\$815,386.00</td> </tr> <tr> <td>c. Total Personnel Costs :</td> <td>\$3,145,060.00</td> </tr> <tr> <td>d. Consultant Costs :</td> <td>\$0.00</td> </tr> <tr> <td>e. Equipment :</td> <td>\$65,000.00</td> </tr> <tr> <td>f. Supplies :</td> <td>\$193,032.00</td> </tr> <tr> <td>g. Travel :</td> <td>\$49,875.00</td> </tr> <tr> <td>h. Construction/Alteration and Renovation :</td> <td>\$0.00</td> </tr> <tr> <td>i. Other :</td> <td>\$257,000.00</td> </tr> <tr> <td>j. Consortium/Contractual Costs :</td> <td>\$213,988.00</td> </tr> <tr> <td>k. Trainee Related Expenses :</td> <td>\$0.00</td> </tr> <tr> <td>l. Trainee Stipends :</td> <td>\$0.00</td> </tr> <tr> <td>m. Trainee Tuition and Fees :</td> <td>\$0.00</td> </tr> <tr> <td>n. Trainee Travel :</td> <td>\$0.00</td> </tr> <tr> <td>o. TOTAL DIRECT COSTS :</td> <td>\$3,923,955.00</td> </tr> <tr> <td>p. INDIRECT COSTS (Rate: % of S&W/TADC) :</td> <td>\$0.00</td> </tr> <tr> <td>q. TOTAL APPROVED BUDGET :</td> <td>\$3,923,955.00</td> </tr> <tr> <td> i. Less Non-Federal Share:</td> <td>\$2,329,246.00</td> </tr> <tr> <td> ii. Federal Share:</td> <td>\$1,594,709.00</td> </tr> </table>			a. Salaries and Wages :	\$2,329,674.00	b. Fringe Benefits :	\$815,386.00	c. Total Personnel Costs :	\$3,145,060.00	d. Consultant Costs :	\$0.00	e. Equipment :	\$65,000.00	f. Supplies :	\$193,032.00	g. Travel :	\$49,875.00	h. Construction/Alteration and Renovation :	\$0.00	i. Other :	\$257,000.00	j. Consortium/Contractual Costs :	\$213,988.00	k. Trainee Related Expenses :	\$0.00	l. Trainee Stipends :	\$0.00	m. Trainee Tuition and Fees :	\$0.00	n. Trainee Travel :	\$0.00	o. TOTAL DIRECT COSTS :	\$3,923,955.00	p. INDIRECT COSTS (Rate: % of S&W/TADC) :	\$0.00	q. TOTAL APPROVED BUDGET :	\$3,923,955.00	i. Less Non-Federal Share:	\$2,329,246.00	ii. Federal Share:	\$1,594,709.00	13. RECOMMENDED FUTURE SUPPORT: (Subject to the availability of funds and satisfactory progress of project) <table border="1"> <thead> <tr> <th>YEAR</th> <th>TOTAL COSTS</th> </tr> </thead> <tbody> <tr> <td colspan="2">Not applicable</td> </tr> </tbody> </table>		YEAR	TOTAL COSTS	Not applicable	
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14. APPROVED DIRECT ASSISTANCE BUDGET: (In lieu of cash) a. Amount of Direct Assistance \$0.00 b. Less Unawarded Balance of Current Year's Funds \$0.00 c. Less Cumulative Prior Awards(s) This Budget Period \$0.00 d. AMOUNT OF DIRECT ASSISTANCE THIS ACTION \$0.00																																														
15. PROGRAM INCOME SUBJECT TO 45 CFR 75.307 SHALL BE USED IN ACCORD WITH ONE OF THE FOLLOWING ALTERNATIVES: A=Addition B=Deduction C=Cost Sharing or Matching D=Other Estimated Program Income: \$2,071,446.00 [D]																																														
16. THIS AWARD IS BASED ON AN APPLICATION SUBMITTED TO, AND AS APPROVED BY HRSA, IS ON THE ABOVE TITLED PROJECT AND IS SUBJECT TO THE TERMS AND CONDITIONS INCORPORATED EITHER DIRECTLY OR BY REFERENCE IN THE FOLLOWING:																																														

a. The grant program legislation cited above. b. The grant program regulation cited above. c. This award notice including terms and conditions, if any, noted below under REMARKS. d. 45 CFR Part 75 as applicable. In the event there are conflicting or otherwise inconsistent policies applicable to the grant, the above order of precedence shall prevail. Acceptance of the grant terms and conditions is acknowledged by the grantee when funds are drawn or otherwise obtained from the grant payment system.

REMARKS: (Other Terms and Conditions Attached ☒ Yes ☐ No)

Prior Approval Request Tracking Number PA-00071296. Prior Approval Request Type: Other

Electronically signed by Lisa Ayoub , Grants Management Officer on : 05/17/2018

17. OBJ. CLASS: 41.51 18. CRS-EIN: 1816001343A3 19. FUTURE RECOMMENDED FUNDING: \$0.00

FY-CAN	CFDA	DOCUMENT NO.	AMT. FIN. ASST.	AMT. DIR. ASST.	SUB PROGRAM CODE	SUB ACCOUNT CODE
18 - 3981160	93.224	18H80CS00566	\$0.00	\$0.00	CH	HEALTHCARECENTERS_18

HRSA Electronic Handbooks (EHBs) Registration Requirements

The Project Director of the grant (listed on this NoA) and the Authorizing Official of the grantee organization are required to register (if not already registered) within HRSA's Electronic Handbooks (EHBs). Registration within HRSA EHBs is required only once for each user for each organization they represent. To complete the registration quickly and efficiently we recommend that you note the 10-digit grant number from box 4b of this NoA. After you have completed the initial registration steps (i.e., created an individual account and associated it with the correct grantee organization record), be sure to add this grant to your portfolio. This registration in HRSA EHBs is required for submission of noncompeting continuation applications. In addition, you can also use HRSA EHBs to perform other activities such as updating addresses, updating email addresses and submitting certain deliverables electronically. Visit <https://grants3.hrsa.gov/2010/WebEPSEExternal/Interface/common/accesscontrol/login.aspx> to use the system. Additional help is available online and/or from the HRSA Call Center at 877-Go4-HRSA/877-464-4772.

Terms and Conditions

Failure to comply with the remarks, terms, conditions, or reporting requirements may result in a draw down restriction being placed on your Payment Management System account or denial of future funding.

Grant Specific Term(s)

1. This revision reflects the relinquishment of your grant, effective December 31, 2018.

Document Number 18H80CS00566 will expire on December 31, 2018 and must be closed out. This Notice of Award (NoA) provides assistance and instructions for Close-Out Procedures for this Grant. In order to complete close-out procedures for this project, in accordance with the Grants Administration Regulations, the following reports and information must be submitted within 90 days after the budget/project period end date of this NoA through the Electronic Handbook, Prior Approval, Other section [except the final Federal Financial Report (FFR), to be submitted as described in a. below].

a. A final FFR must be submitted using the Electronic Handbook (EHB) FFR module, in accordance with the due date established in the EHBs. The final FFR cannot contain unliquidated obligations. Also, the final level of expenditures, reported to the Division of Payment Management on the quarterly Federal Cash Transaction Reports (SF-125), under the document number shown on the NoA, must agree with the total level of expenditures reported on all FFRs for the life of the grant.

b. An inventory of equipment, acquired with project funds, with a current fair market value of \$5,000 or more per unit. The inventory must name items, date of purchase and cost of each item. Indicate your request for retention or disposition of this equipment in accordance with 45 CFR, Part 75.320. If disposition by transfer or sale is requested, include current fair market value.

c. An inventory of unused supplies, with a total aggregate current fair market value of \$5,000 or more, and a request for retention or disposition in accordance with 45 CFR, Part 75.321.

d. The name of the business official to be contacted during the close-out process, including telephone and fax numbers and an email address.

e. The final program performance report, if applicable.

f. The audit requirement for close-out will be considered met through the submission and acceptance of the annual audit report(s), required in accordance with Uniform Guidance 45 CFR part 75.501. Submit the report to the Federal Audit Clearinghouse, Bureau of Census, 1201 East 10th Street, Jeffersonville, IN 47132. As a reminder, an audit is only required when your organization expends \$750,000 or more in Federal funds during your organization's fiscal year. In such instances, the audit must comply with the requirements of 45 CFR Part 75.501 to be an allowable cost and meet this requirement. HHS retains the right to recover an appropriate amount after fully considering the recommendations on disallowed costs resulting from the audit(s) covering this grant. If an audit is not required per 45 CFR Part 75.501, this requirement is not applicable and the costs of an audit will be unallowable.

g. Financial records, supporting documents, statistical records, and all other records pertinent to this grant shall be retained for a period of three years. The records shall be retained beyond the three-year period, if an audit is in process or if any audit findings have not been resolved (see 45 CFR Part 75.361).

h. If Federal funds have been used towards the costs of real property acquisition; mortgage (including interest payment); construction; or major alteration and renovation activities, there is Federal interest in the property which does not expire. Contact the Division of Grants Management Operations Grants Management Specialist listed below regarding disposition of the Federal interest.

If you have questions or require assistance, please contact Carolyn Testerman at (301) 594-4244, fax (301) 443-9810, or email ctesterman@hrsa.gov.

All prior terms and conditions remain in effect unless specifically removed.

Contacts

NoA Email Address(es):

Name	Role	Email
Trista Besich	Program Director	tbesich@cascadecountymt.gov

Note: NoA emailed to these address(es)

Program Contact:

For assistance on programmatic issues, please contact Erich Kleinschmidt at:

MailStop Code: 16SW H02
BPHC/Northwest Division
5600 Fishers Ln
Rockville, MD, 20852-1750
Email: EKleinschmidt@hrsa.gov
Phone: (301) 945-3350

Division of Grants Management Operations:

For assistance on grant administration issues, please contact Carolyn Testerman at:

MailStop Code: 10SWH03
HRSA/OFAM/DGMO/HCB
5600 Fishers Ln
Rockville, MD, 20852-1750
Email: ctesterman@hrsa.gov
Phone: (301) 594-4244

July 24, 2018

Contract # 18-126

Agenda Action Report
Prepared for the
Cascade County Commission

ITEM: HRSA – Notice of Award – Award #: H80CS00566-16-15

INITIATED AND PRESENTED BY Community Health Care Center/Trista Besich

ACTION REQUESTED: Approval of Contract

BACKGROUND: Verification of the following Service Delivery Site Addition – CHCC Dental Clinic – 202 2nd Avenue S, Great Falls, MT 59401.

OPERATIONAL DATE: June 27, 2018.

AMOUNT: \$0

RECOMMENDATION: Approval of Contract

TWO MOTIONS PROVIDED FOR CONSIDERATION:

MOTION TO APPROVE:

Madam Chair, I move that the Commission approve Contract 18-126, reflecting the verification of the following Service Delivery Site Addition – CHCC Dental Clinic – 202 2nd Avenue S, Great Falls, MT 59401.

MOTION TO DISAPPROVE:

Madam Chair, I move that the Commission disapprove Contract 18-126, reflecting the verification of the following Service Delivery Site Addition – CHCC Dental Clinic – 202 2nd Avenue S, Great Falls, MT 59401.

HRSA Electronic Handbooks (EHBs) Registration Requirements

The Project Director of the grant (listed on this NoA) and the Authorizing Official of the grantee organization are required to register (if not already registered) within HRSA's Electronic Handbooks (EHBs). Registration within HRSA EHBs is required only once for each user for each organization they represent. To complete the registration quickly and efficiently we recommend that you note the 10-digit grant number from box 4b of this NoA. After you have completed the initial registration steps (i.e., created an individual account and associated it with the correct grantee organization record), be sure to add this grant to your portfolio. This registration in HRSA EHBs is required for submission of noncompeting continuation applications. In addition, you can also use HRSA EHBs to perform other activities such as updating addresses, updating email addresses and submitting certain deliverables electronically. Visit <https://grants3.hrsa.gov/2010/WebEPSEExternal/Interface/common/accesscontrol/login.aspx> to use the system. Additional help is available online and/or from the HRSA Call Center at 877-Go4-HRSA/877-464-4772.

Terms and Conditions

Failure to comply with the remarks, terms, conditions, or reporting requirements may result in a draw down restriction being placed on your Payment Management System account or denial of future funding.

Grant Specific Term(s)

1. The grant condition stated below on NoA 6 H80CS00566-16-13 is hereby lifted. Due Date: Within 120 Days of Award Release Date (CIS Tracking Number: CIS00061184 - Add Service Delivery Site:Community Health Care Center Dental Clinic 202 2nd Avenue S, Great Falls, MT 59401)

Within 120 days of the release date of this award (i.e., the date HRSA emailed you this Notice of Award), you **MUST** verify implementation of this CIS, as required via the related EHB submission deliverable.

To access the deliverable, go to your grant folder/handbook.

2. This Notice of Award (NoA) confirms the CIS verification as follows:

Status: Service Delivery Site Addition Confirmed

Operational Date: 06/27/2018

Verification Tracking No.: SCPV020295

CIS Tracking No.: CIS00061184

This site is now included as operational in the health center's scope of project:

Site ID: BPS-H80-021805

Site Name: Community Health Care Center Dental Clinic

Site Address: 202 2nd Avenue S, Great Falls, MT 59401

The grant condition stated below on NoA 6 H80CS00566-16-13 is hereby **LIFTED**: Due Date: Within 120 Days of Award Release Date (CIS Tracking Number: CIS00061184 - Add Service Delivery Site:Community Health Care Center Dental Clinic 202 2nd Avenue S, Great Falls, MT 59401)

Within 120 days of the release date of this award (i.e., the date HRSA emailed you this Notice of Award), you **MUST** verify implementation of this CIS, as required via the related EHB submission deliverable.

To access the deliverable, go to your grant folder/handbook.

All prior terms and conditions remain in effect unless specifically removed.

Contacts

NoA Email Address(es):

Name	Role	Email
Trista Besich	Program Director	tbesich@cascadecountymt.gov

Note: NoA emailed to these address(es)

Program Contact:

For assistance on programmatic issues, please contact Erich Kleinschmidt at:
MailStop Code: 16SW H02
BPHC/Northwest Division
5600 Fishers Ln
Rockville, MD, 20852-1750

Email: EKleinschmidt@hrsa.gov
Phone: (301) 945-3350

Division of Grants Management Operations:

For assistance on grant administration issues, please contact Carolyn Testerman at:
MailStop Code: 10SWH03
HRSA/OFAM/DGMO/HCB
5600 Fishers Ln
Rockville, MD, 20852-1750
Email: ctesterman@hrsa.gov
Phone: (301) 594-4244

July 24, 2018

Contract # 18-129

Agenda Action Report
Prepared for the
Cascade County Commission

ITEM: Contract # 18-11-2-01-016-0, by and between Montana Department of Health and Human Services-State of Montana-Community Health Care Center, Inc.

INITIATED AND PRESENTED BY: Community Health Care Center/Trista Besich

ACTION REQUESTED: Approval of Contract

PURPOSE: To allow for collaboration with primary care practices that are PCMH (Patient-Centered Medical Home) recognized by the NCQA (National Committee for Quality Assurance). The PCMH is a model of care that puts patients at the forefront of care. PCMH's build better relationships between people and their clinical care teams. Research has shown that they do improve quality, the patient experience, and staff satisfaction while reducing health care costs.

RECOMMENDATION: Approval of Contract

TERM: June 1, 2018 – December 31, 2019

COST or REIMBURSEMENT: \$ 183.96 Reimbursement – Per eligible member/per State Fiscal Year.

TWO MOTIONS PROVIDED FOR CONSIDERATION:

MOTION TO APPROVE:

Madam Chair, I move that the Commission approve Contract 18-129, the contract by and between DPHHS-State of Montana-Community Health Care Center, Inc. Contract #: 18-11-2-01-016-0.

MOTION TO DISAPPROVE:

Madam Chair, I move that the Commission disapprove Contract 18-129, the contract by and between DPHHS-State of Montana-Community Health Care Center, Inc. Contract #: 18-11-2-01-016-0.

CONTRACT FROM THE MONTANA
DEPARTMENT OF PUBLIC HEALTH AND HUMAN SERVICES

CONTRACT NUMBER: 18-11-2-01-016-0

SECTION 1. PARTIES

THIS CONTRACT, is entered into between the Department of Public Health and Human Services, (the "Department"), State of Montana ("State"), Amber Sark, 111 N. Sanders, P.O. Box 202951, Helena, Montana 59620, 406-444-0991, asark@mt.gov and Community Health Care Center -Great Falls ("Contractor") whose nine (9) digit Federal ID Number is 201847487, and whose address, phone number, and email address are 115 4th St. South, Great Falls, MT 59401, 406-761-9887, and tbesich@cascadecountymt.gov.

THE PARTIES AGREE AS FOLLOWS:

SECTION 2. PURPOSE

The purpose of this Contract is to work collaboratively with primary care practices that are PCMH (Patient-Centered Medical Home) recognized by the NCQA (National Committee for Quality Assurance). The Patient-Centered Medical Home is a model of care that puts patients at the forefront of care. PCMHs build better relationships between people and their clinical care teams. Research shows that they improve quality, the patient experience and staff satisfaction, while reducing health care costs.

The Department and the Contractor's collaboration will differ from the traditional health care model in the following ways:

- A. The Department and the Contractor will collectively agree upon standards of care that are measurable as quality measures.
- B. The Department and the Contractor will agree on a monthly patient registry (list) that is all patients who recognize the Contractor as their primary care provider.
- C. The Department and the Contractor will share patient information germane to the quality measures, utilization, and total-cost-of-care standards. The Contractor uses this information to identify those patients on their registry who have not met quality measures established in the PCMH Program.
- D. The Contractor will proactively contact all its patients in need of wrap-around services in care and care coordination to remediate chronic conditions and achieve better health outcomes.
- E. The Contractor will have access to its own patient claims data to determine whether patients' health care needs related to quality measures are being met.
- F. The Contractor will receive a per-member-per-month (PMPM) care management fees for each attributed Medicaid member, in addition to Medicaid fee-for-service reimbursement.

SECTION 3: DEFINITIONS.

1. "Wrap around services" are developed through a team of health care providers that collaborates in developing individualized care plans for patients, including preventive and disease management services.
2. "Care coordination" is the deliberate organization of patient care activities between two or more providers involved in a patient's care to facilitate the appropriate delivery of health care services.
3. "Team Care" is a restricted services Medicaid program for Medicaid members who abuse or misuse prescription drugs or the emergency room. Members in Team Care are restricted to one primary care provider and one pharmacy that coordinate the member's care.
4. "Quality Performance Measures" are the set of quality measures Montana Medicaid has selected that clinics must report data on for the Medicaid PCMH Program. The measures monitor preventive care in all attributed patients, as well as critical chronic disease management in patients with a diagnosis.
5. "Patient attribution" is a method of identifying a patient-provider health care relationship. It is a foundational component of population-based payment (PBP) models, which are based on a simple concept: providers accepting accountability for managing the full continuum of care for their patients.
6. "eCQM" are electronic Clinical Quality Measures and their electronic specifications as defined in the CMS update for Eligible Professionals, for the performance period.

SECTION 4. TERM OF CONTRACT

- A. The term of this Contract is from June 1, 2018 through December 31, 2019 unless terminated in accordance with the Contract.

This Contract may be extended in (one-year increments) OR (one- or two-year increments) for up to 5 additional years, with the termination of the Contract occurring no later than December 31, 2024. The parties must agree in writing to any extension prior to the expiration of the then-existing Contract term or extension.

- B. The completion date of performance for purposes of issuance of final payment for services under this Contract is the date upon which:

1. The Contractor is required to perform nothing further and has no additional corrective actions to complete.

- C. After completion or termination of the Contract, Contractor remains obligated to comply with all continuing legal and contractual obligations, duties and responsibilities including but not limited to obligations related to state and federal reporting, record retention, provision of access and information for audits, indemnification, insurance, protection of confidential information, recipient grievances and appeals, and property ownership and use.

SECTION 5. SERVICES TO BE PROVIDED

- A. The Contractor must provide the services described below:

1. Be a Medicaid enrolled provider and be in good standing.
2. Contact new Medicaid members/patients within 20 days of the receipt of the monthly patient registry.
3. Provide education to Medicaid members on the services available to them through the practice's PCMH model, how they can change their Passport/PCMH provider, and how they can dis-enroll from the program. Members can change their provider or dis-enroll by calling the Member Help Line at 1-800-362-8312 or logging onto www.mtpassport.com. The Contractor must submit a sample of their education materials to the Department for approval. Montana Medicaid must review the materials for compliance with federal requirements set forth in their PCMH State Plan Amendment.
4. Be enrolled as a Passport to Health network provider.
5. Not be within a health system/organization that has clinics contracted with the Department in the Comprehensive Primary Care Plus Program.
6. Comply with the referral and member disenrollment requirements as outlined in the Passport to Health provider manual and the Passport to Health ARM 37.86.5111 for all PCMH members, including Team Care.
7. Notify the Department within 30 days of a provider leaving the Contractor or a new provider joining the practice.
8. Manage Team Care members who are enrolled with a Contractor and locked into a pharmacy. Contractors are encouraged to write prescriptions only to the Team Care member's lock-in pharmacy when possible.
9. Submit quality measure data to the Department for analysis in a mutually agreed upon format no later than March 31st following the calendar year measurement period, as described in this Contract.
10. The Contractor is responsible for submitting the data on the quality measures in Exhibit A for all attributed PCMH members determined by the Department. The Contractor must submit such data in a mutually agreed upon format as outlined in Attachment A.
11. The Contractor data submissions must encompass all eQMs and Medicaid specific quality measures listed in Attachment A for the measurement period.
12. The Contractor data submissions must be submitted on an annual basis, must utilize the patient attribution as determined by the Department, and encompass all Exhibit A quality measures.
13. The Contractor's data submissions must be accurate, and should any errors be discovered, the Contractor is responsible for immediately notifying the Department and correcting any errors within a reasonable time period agreed upon by the parties.
14. The quality measures listed in Attachment A are subject to change on an annual basis and are determined by the Department.

15. Before entering this Contract, the Contractor must submit proof of current NCQA PCMH recognition. The Contractor must notify the Department within fourteen days if there is a lapse or change in NCQA PCMH recognition status.

16. The PCMH Care Delivery Requirements: please refer to these requirements for the Contractor that are set forth in Attachment A.

17. Continuous Improvement Driven by Data

- a. The Contractors must reliably and systematically measure quality at the practice level and panel or care team level, and must develop skills and capabilities in managing changes required to improve quality. The Contractors must acquire new improvement capabilities, which will require testing and implementing new workflows.
- b. The Contractors must report on electronic clinical quality measures and generate quality reports, both at the practice and panel/care team level. More detail is available in Attachment A.

18. Attribution: Members are attributed to Contractors with the following algorithm:

- a. The Department designates which members are eligible for the PCMH Program.
- b. Medicaid members who choose or are assigned, through the established algorithm, to a Contractor are included in the PCMH Program at that selected practice.
- c. Members can opt-out of the PCMH program and choose or be assigned a different practice that isn't in the PCMH Program.
- d. PCMH Auto-assignment Algorithm for Medicaid Members:
 - i. Each family may select a different practice. Members are not auto-assigned to a practice unless they have not chosen a practice themselves. Members receive a reminder letter, an outreach call and are given 45 days to select a practice. The system automatically assigns members, after this time, to a practice appropriate to the member's age, sex, and location based on the following criteria (in order):
 1. Previous practice enrollment;
 2. Claims information;
 3. Family practice enrollment;
 4. Native American members who have declared a tribal enrollment who live in a county where there is an Indian Health Services (IHS) provider; and
 5. Randomly, to a practice in the member's geographic area who is accepting new members.
- e. Members who have not chosen and are assigned to a Contractor are notified at least ten (10) days in advance of the effective assignment to allow members to notify the Department if they would like to select a different practice. Members may change their practice up to once per month, but the change may not be effective until the following

month, depending on the date the choice is made. Medical exceptions and hardships are considered on an individual case basis and if appropriate, the member may be considered to change practices outside of the choice period.

- f. The Department will provide each Contractor with a risk-adjusted registry showing all members attributed to their practice for the month ahead.

19. Reporting Requirements:

- a. To assess quality performance, Contractors are required to annually report the practice-level measures listed in Attachment A. Additionally, Contractors are required to report the provider-based, patient-level data elements for each quality measure that are also listed in Attachment A. The provider-based quality measure data elements will be merged with Medicaid claims data for collaboration around managing the Medicaid population's health and closing gaps in care. PCMH quality measure reports should only include attributed Medicaid patients determined by the Department. The final measure list for each performance year will be communicated to practices by May 15th of the performance year. Practices will be required to report this data to the Department by March 31 of each year following the performance year, i.e., quality data from performance year 2018 must be reported by March 31, 2019.
 - b. Contractors are required to report quality measures at the practice site level to the Department, and at the panel level for internal practice improvement.
 - c. Quality Measures: The use of quality measures ensures clinicians and practices have a view of performance on an ongoing basis at the point of care. Most quality measures in this measure set are selected from the portfolio of HIT-enabled measures included in other CMS quality reporting programs such as MU Stages 2 and 3, and the Physician Quality Reporting System program, and align with the "CMS Strategic Vision for Quality Reporting Programs."
 - d. The measures target a primary care patient population, and, where feasible, are outcome measures instead of process measures. The measure set is available in Attachment A. The Department will communicate the final list of quality measures to be reported for performance year for submission to the Department by May 15th.
 - e. Contractors are required to report on quality measures by March 31 of each year. The Department will communicate the method of reporting the quality measures to Contractors by January 31st of each year.
 - f. Contractors are required to report all services provided during the encounter or visit by listing the appropriate HCPCS code.
20. Patient Care: The Contractor is solely responsible for all decisions and actions taken or not taken involving patient care, utilization management, and quality management for its respective patients and members resulting from or in any way related to the use of data provided by the Department. The Contractor has no recourse against the Department and waives, any claims against the Department for any loss, damage, claim, or cost relating to or resulting from its own use or misuse of the data provided by the Department.
21. The Contractor must refer, as appropriate, members who are eligible for the Department's community-based programs and services including the cardiovascular disease and diabetes

prevention program, the arthritis exercise and self-management programs, the fall prevention program, the home visiting programs, the Montana Quit Line, and other programs as available.

B. Department Commitment to Sharing Data with Contractors:

1. The Department will share utilization of service/total cost of care and/or quality measure gap in care data with respect to its attributed members with Contractors in Montana at least twice per year.
2. The Department will provide Contractors in Montana with patient registry lists of its attributed members and their assigned risk tiers at the beginning of each month.
3. An appropriately structured multi-payer claims data system does not exist and the Department will develop a mechanism to enable Contractors to review relevant claims data and analyses with respect to the Department's attributed members.

C. Time is of the essence under this Contract. Uninterrupted and continuous delivery of the contracted goods and services is required.

D. All persons and entities the Contractor engages under this contract, including its employees and approved subcontractors, must be appropriately trained, licensed, certified and credentialed as required by law.

E. The Department and the Contractor, their employees, agents, approved contractors and subcontractors will cooperate with those of the other party, and with other state or federal administrative agency employees and subcontractors at no charge for purposes relating to the administration of the services to be delivered under this Contract.

F. This Contract is predicated in part on the use of the features specified in the Contract, the RFP and the Contractor's proposal and, if applicable, the attachments and materials referred to in those documents, including resources, persons, and personnel qualifications. The Contractor must ensure it will apply those specific resources, persons, personnel qualifications, and other performance features as required. The Contractor may not substitute specified features without written approval of the Department. Substitutions proposed must be equal to or better than those originally proposed, offered or identified.


SECTION 6. CONSIDERATION AND PAYMENTS

The Department will reimburse the Contractor in consideration of the goods and services the Contractor provides and renders under this Contract as follows.

A. Total Reimbursement Available

The total reimbursement provided to the Contractor per eligible member, per year for the purposes of this Contract may not exceed \$183.96 per State Fiscal Year 2018 (July 1 – June 30) for which the contract is in effect and for the months for which the Contractor is eligible to receive contract funds.

1. Care management fee (CMF): The Contractor is paid a non-visit based CMF paid PMPM. The amount is risk-adjusted for each patient to account for the intensity of care management services required for the patient's specific condition or risk, and their potential health care needs and utilization.

1. DATE ISSUED: 07/03/2018		2. PROGRAM CFDA: 93.224		 <p>U.S. Department of Health and Human Services HRSA Health Resources and Services Administration</p> <p>NOTICE OF AWARD AUTHORIZATION (Legislation/Regulation) Public Health Service Act, Title III, Section 330 Public Health Service Act, Section 330, 42 U.S.C. 254b Affordable Care Act, Section 10503 Public Health Service Act, Section 330, 42 U.S.C. 254, as amended. Authority: Public Health Service Act, Section 330, 42 U.S.C. 254b, as amended Public Health Service Act, Section 330, 42 U.S.C. 254b, as amended Public Health Service Act, Section 330(e), 42 U.S.C. 254b Section 330 of the Public Health Service Act, as amended (42 U.S.C. 254b, as amended) and Section 10503 of The Patient Protection and Affordable Care Act (P.L. 111-148) Section 330 of the Public Health Service Act, as amended (42 U.S.C. 254b) Public Health Service Act, Section 330, as amended (42 U.S.C. 254b) Section 330 of the Public Health Service (PHS) Act, as amended (42 U.S.C. 254b, as amended) Section 330 of the Public Health Service Act, as amended (42 U.S.C. 254b, as amended)</p>																																										
3. SUPERSEDES AWARD NOTICE dated: 04/25/2018 except that any additions or restrictions previously imposed remain in effect unless specifically rescinded.																																														
4a. AWARD NO.: 6 H80CS00566-16-15	4b. GRANT NO.: H80CS00566	5. FORMER GRANT NO.: H27CS02132																																												
6. PROJECT PERIOD: FROM: 07/01/2002 THROUGH: 05/31/2018																																														
7. BUDGET PERIOD: FROM: 06/01/2017 THROUGH: 05/31/2018																																														
8. TITLE OF PROJECT (OR PROGRAM): Health Center Program																																														
9. GRANTEE NAME AND ADDRESS: CASCADE CITY-COUNTY HEALTH DEPARTMENT 115 4th St S Great Falls, MT 59401-3618 DUNS NUMBER: 867642902 BHCMS # 084380			10. DIRECTOR: (PROGRAM DIRECTOR/PRINCIPAL INVESTIGATOR) Trista Besich CASCADE CITY-COUNTY HEALTH DEPARTMENT Division Line: CHCC 115 4th St South Great Falls, MT 59401																																											
11. APPROVED BUDGET: (Excludes Direct Assistance) <input type="checkbox"/> Grant Funds Only <input checked="" type="checkbox"/> Total project costs including grant funds and all other financial participation			12. AWARD COMPUTATION FOR FINANCIAL ASSISTANCE: a. Authorized Financial Assistance This Period \$1,792,363.00 b. Less Unobligated Balance from Prior Budget Periods i. Additional Authority \$39,414.00 ii. Offset \$0.00 c. Unawarded Balance of Current Year's Funds \$0.00 d. Less Cumulative Prior Awards(s) This Budget Period \$1,752,949.00 e. AMOUNT OF FINANCIAL ASSISTANCE THIS ACTION \$0.00																																											
<table border="0"> <tr> <td>a. Salaries and Wages :</td> <td>\$2,238,132.00</td> </tr> <tr> <td>b. Fringe Benefits :</td> <td>\$783,346.00</td> </tr> <tr> <td>c. Total Personnel Costs :</td> <td>\$3,021,478.00</td> </tr> <tr> <td>d. Consultant Costs :</td> <td>\$0.00</td> </tr> <tr> <td>e. Equipment :</td> <td>\$24,000.00</td> </tr> <tr> <td>f. Supplies :</td> <td>\$160,388.00</td> </tr> <tr> <td>g. Travel :</td> <td>\$55,400.00</td> </tr> <tr> <td>h. Construction/Alteration and Renovation :</td> <td>\$0.00</td> </tr> <tr> <td>i. Other :</td> <td>\$369,415.00</td> </tr> <tr> <td>j. Consortium/Contractual Costs :</td> <td>\$176,200.00</td> </tr> <tr> <td>k. Trainee Related Expenses :</td> <td>\$0.00</td> </tr> <tr> <td>l. Trainee Stipends :</td> <td>\$0.00</td> </tr> <tr> <td>m. Trainee Tuition and Fees :</td> <td>\$0.00</td> </tr> <tr> <td>n. Trainee Travel :</td> <td>\$0.00</td> </tr> <tr> <td>o. TOTAL DIRECT COSTS :</td> <td>\$3,806,881.00</td> </tr> <tr> <td>p. INDIRECT COSTS (Rate: % of S&W/TADC) :</td> <td>\$0.00</td> </tr> <tr> <td>q. TOTAL APPROVED BUDGET :</td> <td>\$3,806,881.00</td> </tr> <tr> <td> i. Less Non-Federal Share:</td> <td>\$2,014,518.00</td> </tr> <tr> <td> ii. Federal Share:</td> <td>\$1,792,363.00</td> </tr> </table>			a. Salaries and Wages :	\$2,238,132.00	b. Fringe Benefits :	\$783,346.00	c. Total Personnel Costs :	\$3,021,478.00	d. Consultant Costs :	\$0.00	e. Equipment :	\$24,000.00	f. Supplies :	\$160,388.00	g. Travel :	\$55,400.00	h. Construction/Alteration and Renovation :	\$0.00	i. Other :	\$369,415.00	j. Consortium/Contractual Costs :	\$176,200.00	k. Trainee Related Expenses :	\$0.00	l. Trainee Stipends :	\$0.00	m. Trainee Tuition and Fees :	\$0.00	n. Trainee Travel :	\$0.00	o. TOTAL DIRECT COSTS :	\$3,806,881.00	p. INDIRECT COSTS (Rate: % of S&W/TADC) :	\$0.00	q. TOTAL APPROVED BUDGET :	\$3,806,881.00	i. Less Non-Federal Share:	\$2,014,518.00	ii. Federal Share:	\$1,792,363.00	13. RECOMMENDED FUTURE SUPPORT: (Subject to the availability of funds and satisfactory progress of project) <table border="1"> <thead> <tr> <th>YEAR</th> <th>TOTAL COSTS</th> </tr> </thead> <tbody> <tr> <td colspan="2">Not applicable</td> </tr> </tbody> </table>		YEAR	TOTAL COSTS	Not applicable	
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15. PROGRAM INCOME SUBJECT TO 45 CFR 75.307 SHALL BE USED IN ACCORD WITH ONE OF THE FOLLOWING ALTERNATIVES: A=Addition B=Deduction C=Cost Sharing or Matching D=Other Estimated Program Income: \$1,825,718.00 [D]																																														
16. THIS AWARD IS BASED ON AN APPLICATION SUBMITTED TO, AND AS APPROVED BY HRSA, IS ON THE ABOVE TITLED PROJECT AND IS SUBJECT TO THE TERMS AND CONDITIONS INCORPORATED EITHER DIRECTLY OR BY REFERENCE IN THE FOLLOWING:																																														

a. The grant program legislation cited above. b. The grant program regulation cited above. c. This award notice including terms and conditions, if any, noted below under REMARKS. d. 45 CFR Part 75 as applicable. In the event there are conflicting or otherwise inconsistent policies applicable to the grant, the above order of precedence shall prevail. Acceptance of the grant terms and conditions is acknowledged by the grantee when funds are drawn or otherwise obtained from the grant payment system.

REMARKS: (Other Terms and Conditions Attached ☒ Yes ☐ No)

This NoA is issued to remove one or more Grant Conditions imposed on projects.

Electronically signed by Carolyn Testerman , Grants Management Officer on : 07/03/2018

17. OBJ. CLASS: 41.51 **18. CRS-EIN:** 1816001343A3 **19. FUTURE RECOMMENDED FUNDING:** \$1,594,709.00

FY-CAN	CFDA	DOCUMENT NO.	AMT. FIN. ASST.	AMT. DIR. ASST.	SUB PROGRAM CODE	SUB ACCOUNT CODE
17 - 398160G	93.527	15H80CS00566	\$0.00	\$0.00	CH	HealthCareCenters_15

Risk Tier	PMPM
Tier 1	\$3.33
Tier 2	\$9.33
Tier 3	\$15.33

Members are attributed to tiers based on the following:

Predictive Modeling Risk Software: all claims and demographic information for patients are uploaded and processed through the Department's predictive modeling risk software. Patients are assigned a risk score and are divided into tiers based on the score of potential risk across the entire population.

B. Billing for Performance

The Contractor may only bill and receive payment for services that have been performed.

C. Other Programs as Payers for Services – Non-duplication of Payment

The Contractor may not seek compensation from monies payable through this Contract for the costs of goods and services that may be or are reimbursed, in whole or in part, from other programs and sources.

D. Billing Procedures and Requirements

1. The Department will pay the Contractor in consideration of the goods and services the Contractor provides and renders under this Contract
2. Payment to the Contractor shall be made via monthly capitation payments based on the monthly member attribution created by the Department. Payment is generated by the Department. The Contractor does not need to bill.
3. This contract is valid and enforceable only if sufficient funds are made available to the State and by the State for the appropriate fiscal year for the purposes of this program.
4. The Contractor must bill in accordance with the procedures and requirements the Department identifies.

E. Adjustments to Consideration

The Department may adjust the consideration provided to the Contractor under this Contract based on any reductions of funding, governing budget, erroneous or improper payments, audit findings, or failings in the Contractor's delivery of services.

F. Erroneous and Improper Payments

The Contractor may not retain any monies the Department pays in error or which the Contractor, its employees, or its agents improperly receive. Any monies the Contractor receives in error are a debt the Contractor owes to the Department. The Contractor must immediately notify the Department if it determines a payment may be erroneous or improper, and must return that payment within 30 days of the Department requesting its return. If the Contractor fails to return to the Department any erroneous or improper payment, the Department may recover such

payment by any methods available under law or through this Contract, including deduction of the payment amount from any future payments to be made to the Contractor.

G. Withholding for Failure to Perform

The Department may withhold payment at any time during the term of the Contract and may withhold final payments under the Contract if the Contractor is failing to perform its duties and responsibilities in accordance with the terms of this Contract. The Department will give the Contractor written notice of both the amount of withheld and of the basis for the withholding of payment.

SECTION 7. CONFLICTS OF INTEREST AND ANTITRUST VIOLATIONS

A. The Contractor must:

1. comply with applicable state and federal laws, rules and regulations regarding conflicts of interest in the performance of its duties under this Contract;
2. cooperate with complete independence and objectivity without actual, potential or apparent conflict of interest with respect to the activities conducted under this Contract;
3. establish safeguards to prohibit its board members, officers and employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain; and
4. have no interest nor acquire any direct or indirect interest that would conflict in any manner or degree with its performance under this Contract.

B. This contract is subject to immediate termination if the Contractor engages in any violation of state or federal law relating to:

1. mail fraud, wire fraud, making false statements, price fixing and collusion to fix prices under the Sherman Act, 15 U.S.C. §§ 1-7 and engagement in kickback schemes in violation of the Anti-Kickback Act, 41 U.S.C. §§ 51-58; and
2. colluding with other contractors in a noncompetitive manner to gain unfair advantage in providing services at a noncompetitive price in violation of 18-4-141, MCA.

SECTION 8. REPORTING OF FALSE CLAIMS, FRAUD, AND OTHER CRIMINAL MATTERS

- A. The Contractor, its employees, agents and subcontractors must immediately report any credible evidence of misconduct involving federal funds under this Contract, including any false claim under the federal False Claims Act (31 U.S.C. §§ 3729-3733), to the Office of Inspector General for the federal Department of Health & Human Services, the federal Department of Education or the federal Department of Agriculture, as applicable.
- B. The Contractor must report to the Department or other state authority any credible evidence that a violation of the Montana False Claims Act, at Title 17, chapter 8, part 4, MCA, has been committed.

SECTION 9. CREATION AND RETENTION OF RECORDS

- A. The Contractor must maintain all records, (written, electronic or otherwise) documenting compliance with the requirements of the Contract and its attachments, and with state and federal law, relating to performance, monetary expenditures and finances during the term of this Contract and for four (4) years after its completion date.
 - 1. The Department will provide the Contractor with copies of any forms of documents and records the Department specifically requires the Contractor to use in the performance of this contract.
- B. If any litigation, reviews, claims or audits concerning the records are begun before the expiration of the four (4) year period, the Contractor must continue to retain them until such litigation, reviews, claims or audits are resolved. The Contractor must provide authorized state and federal entities, including Montana DPHHS, the U.S. Departments of Health and Human Services, Agriculture, Energy and Education, their auditors, investigators and agents, with timely and unrestricted access to all of the Contractor's records, materials and information including any and all audit reports with supporting materials and work documents related to the delivery of goods and services provided under this Contract for purposes of audit and other administrative activities and investigations. Access must be provided in a format acceptable to those authorized entities, who may record and copy any information and materials necessary for any administrative activity, investigation and audit or other administrative activity or investigation.

SECTION 10. ACCOUNTING, COST PRINCIPLES AND AUDIT

A. Accounting Standards

The Contractor must maintain a system of accounting procedures and practices that (1) permits timely development of all necessary cost data in the form contemplated by the contract type, (2) is adequate to allocate costs in accordance with Generally Accepted Accounting Principles (GAAP); and (3) complies with any other accounting requirements the Department specifies.

The Contractor must maintain a system of accounting procedures and practices sufficient for the Department to determine to its satisfaction that the system that (1) permits timely development of all necessary cost data in the form contemplated by the contract type, (2) is adequate to allocate costs in accordance with Generally Accepted Accounting Principles (GAAP); and (3) complies with any other accounting requirements the Department specifies.

B. Internal Controls

The Contractor must maintain and document an adequate system of internal controls that address: 1) the control environment, 2) the risk environment, 3) the risk assessment, 4) the control activities, 5) information, communications, and monitoring.

C. Separate Accounting of Funding

The Contractor must separately account for and report the source, the receipt, and the expenditure of the different types of program funding received from the Department under this Contract. Except as may be expressly allowed for under this Contract, each different fund must be accounted for separately and may not be diverted or commingled.

D. Audits and Other Investigations

The Department and any other legally authorized federal and state entities and their agents may conduct administrative activities and investigations, including audits, to assure the appropriate administration and performance of the Contract; and the proper expenditure of monies, delivery of goods, and provision of services pursuant to the Contract. The Contractor will provide the Department and any other authorized governmental entity and their agents access to and the right to record or copy any and all of the Contractor's records, materials and information necessary for the conduct of any administrative activity, investigation or audit. Administrative activities and investigations may be undertaken and access shall be afforded under this section from the time the parties enter the Contract until the expiration of eight (8) years from the completion date of the Contract. M.C.A. 18-1-118.

E. Corrective Action

If directed by the Department, the Contractor must take corrective action to resolve audit findings. The Contractor must prepare a corrective action plan detailing actions the Contractor proposes to undertake to resolve those audit findings. The Department may direct the Contractor to modify the corrective action plan.

F. Reimbursement for Sums Owing

The Contractor must reimburse or compensate the Department in any other manner as the Department may direct for any sums of monies determined by an audit or other administrative activity or investigation to be owing to the Department.

G. Federal Financial Requirements

1. The Contractor must maintain appropriate financial, accounting and programmatic records necessary to substantiate conformance with federal requirements governing fund expenditures, even if this Contract is not cost / budget based.
2. The Contractor must comply with the audit requirements of Federal Office of Management and Budget (OMB) Circular A-133, "Audits of States, Local Governments, and Non-Profit Organizations." The Contractor must also comply with the cost and accounting principles set forth in the provisions of the applicable OMB Circular concerning the use of the funds provided under this Contract, depending on the Contractor's organizational structure:

a. State or Local Governments and Federally Recognized Tribes Requirements

- i. OMB Circular "A-87 Cost Principles for State and Local Governments and Indian Tribal Governments" concerning the use of the funds provided under this Contract.

b. Hospital Requirements

- i. 45 CFR 74, Appendix E, "Cost Principles for Hospitals: concerning the use of the funds provided under this Contract.

c. Non-Profit Requirements

- i. OMB Circular "A-122, Cost Principles for Non-Profit Institutions" concerning the use of federal funds provided on a cost-reimbursement basis under this Contract.
3. Requirements applicable if Contractor is a for-profit commercial contractor, if receiving federal funds from any and all federal funding sources.

If the Contractor is a for-profit commercial contractor receiving federal funds from any and all federal funding sources, it must comply with the audit requirements in 45 CFR 74.26(d) and the cost and accounting principles and procedures for commercial organizations in 48 CFR 31 concerning the use of the funds provided under this Contract in the version in effect on the date both parties sign this Contract. As a "for-profit" organization, the Contractor may either have an audit that meets the requirements contained in the Federal Office of Management and Budget (OMB) Circular A-133, "Audits of States, Local Governments, and Non-Profit Organizations" or the Government Auditing Standards. 45 CFR 74.26(d).

SECTION 11. ASSIGNMENT, TRANSFER AND SUBCONTRACTING

- A. The Contractor may not agree to assign, transfer, delegate or subcontract this contract in whole or in part, or any right or duty arising under this contract, unless the Contractor submits a written request to the Department's liaison and the Department gives its express written approval to the assignment, transfer delegation or subcontract. Any agreement to assign, transfer, delegate or subcontract to which the Department does not give its express written approval is null and void; does not make the Department a party to that agreement; and creates no right, claim or interest in favor of any party to that agreement against the Department.
- B. An assignment, transfer, delegation or subcontract entered into by the Contractor related to the obligations of the Contractor under this Contract must be in writing, must be subject to the terms and conditions of this Contract, and must contain any further conditions as may be required by the Department.
- C. The Contractor must immediately notify the Department of any litigation concerning any assignment, transfer, delegation or subcontract.
- D. In accordance with the sections of this Contract regarding indemnification, the Contractor must indemnify and hold the Department harmless with respect to any suit or action arising out of or brought by any party to an assignment, transfer, delegation or subcontract.

SECTION 12. INDEMNIFICATION

- A. The following apply for the purpose of this section:
 1. "Contractor" includes the Contractor and any officer, employee, volunteer, agent, subcontractor, representative or assignee of the Contractor and any other person, partnership, corporation, or other legal entity performing work or services, or providing materials under this Contract for or on behalf of the Contractor.
 2. "State of Montana" includes the State of Montana and the Department, and any of their officials, employees, volunteers or agents acting within the scope of their duties and responsibilities.

3. "Allegation of liability" includes both actual and alleged claims, demands, and legal causes of action.
- B. The Contractor shall at its sole cost and expense indemnify, defend, and hold harmless the State of Montana against any allegations of liability of any kind, including personal injury, death, or damage to property, and any resulting judgments, losses, liability, penalties, costs, fees, cost of legal defense and attorney's fees in favor of third parties, including the officers, employees and agents of the Contractor.
 - C. The obligation of the Contractor to indemnify, defend, and hold harmless the State of Montana under this Section extends only to losses, liabilities, damages, costs, or fees resulting or arising in whole or in part from any actual or alleged actions, failures, or omissions of the Contractor and of the State of Montana as jointly liable with the Contractor relating to performance under this Contract, including any actual or alleged:
 1. acts, errors, omissions or negligence, whether willful or not;
 2. failure or omission to perform the duties, responsibilities or services under this Contract; or
 3. failure to comply with any federal, state, and local legal authorities, regulations, and ordinances applicable to the services or work to be provided under this Contract or applicable to the work environment or employment practices of the Contractor.

The obligation of the Contractor to indemnify, defend and hold harmless the State of Montana under this section does not extend to losses, liabilities, damages, costs, or fees arising solely out of or resulting solely from the actions, failures, or omissions of the State of Montana.
 - D. The Department must give the Contractor notice of any allegation of liability and at the Contractor's expense the Department shall cooperate in the defense of the matter.
 - E. If the Department determines the Contractor has failed to fulfill its obligations as the indemnitor under this Section, the Department may proceed to undertake its own defense. If the Department undertakes its own defense, the Contractor must reimburse the Department for any and all costs to the Department resulting from settlements, judgments, losses, liabilities, and penalties and for all the costs of defense incurred by the Department including but not limited to attorney fees, investigation, discovery, experts, and court costs.
 - F. The Contractor must reimburse the Department under this Section for any and all costs to the Department resulting from settlements, judgments, losses, liabilities, and penalties and for all the costs of defense the Department incurs including but not limited to attorney fees, investigation, discovery, experts, and court costs.

SECTION 13. LIMITATIONS OF STATE LIABILITY

Any liabilities of the State of Montana and its officials, employees and agents are governed and limited by the provisions of Title 2, chapter 9, MCA, for all acts, omissions, negligence, or alleged acts or omissions, negligent conduct, and alleged negligent conduct related to this Contract.

SECTION 14. INSURANCE COVERAGE

A. General Requirements

1. The following definitions apply for the purposes of this section.
 - a. "Contractor's agents" is including subcontractors, representatives, assignees, volunteers and any other person, partnership, corporation, or other legal entity performing work or services, or providing materials under this Contract on behalf of Contractor.
 - b. "Claim" is including both actual and alleged claims, demands, and legal causes of action.
2. The Contractor must acquire and maintain adequate liability insurance coverage in the forms and amounts stated in this Section to assure the State of Montana that there is insurance coverage for any potential losses, damages, and other expenses that may arise in the Contractor's performance of this Contract.
3. The Contractor must provide the Department with a copy of the certificate of insurance prior to performance showing compliance with the requisite coverage and at the request of the Department shall provide copies of any insurance policies pertinent to the requisite coverage, any endorsements to those policies, and any subsequent modifications of those policies.
4. The Contractor must maintain the insurance required in this Section throughout the time period of this Contract. During the term of this Contract, the required insurance may not be changed in any way which renders it not in conformance with the requirements of this Section, including but not limited to cancellation of the insurance, allowing the insurance to expire, reduction or restriction of the terms and coverage, until the insurance carrier has given the Department's liaison 30 days' written notice prior to the change and the Contractor has obtained written commitment for replacement coverage that is in conformance with the requirements of this Section and proof that the replacement coverage is given with the notice to the Department. The Contractor must notify the Department immediately of any material change in insurance coverage and must provide to the Department copies of any new certificate or of any revisions to the existing certificate issued.
5. The Contractor is responsible for paying all premiums and deductibles for each insurance policy required by this Contract.
 - a. Any deductible or self-insured retention must be declared to the Department. At the request of the Department, the Contractor must
 - i. reduce or eliminate such deductibles or self-insured retentions in relation to the State, its officials, employees, and volunteers; or
 - ii. procure a bond guaranteeing payment of losses and related investigations, claims administration, and defense expenses.
6. Each insurance policy required in this Section must be purchased from an insurance carrier authorized to do business in the State of Montana with an A.M. Best's rating of no less than

A-, or through a qualified self-insurer plan implemented in accordance with Montana law and subject to the approval of the Department.

7. Each insurance policy required in this Section shall provide be the primary insurance as it concerns the State of Montana, its officials, agents, employees, and volunteers and must apply separately to each project or location. Any insurance or self-insurance maintained separately by the State of Montana, its officials, employees, agents, and volunteers is in excess of the Contractor's insurance and shall not contribute with it.
8. Except for professional liability insurance, the Contractor's insurance must include coverage for its subcontractors, or the Contractor must furnish to the Department copies of separate certificates of insurance and endorsements for each subcontractor. Except for professional liability insurance, Contractor's insurance coverage must also specify that the State, including its officials, employees, agents and volunteers, is covered as additionally insured for liability arising out of activities performed by or on behalf of the Contractor, including the insured's general supervision of the Contractor's officers, employees and agents and of the Contractor's performance, the services and products, and the completed operations; and arising in relation to the premises owned, leased, occupied, or used by the Contractor.
9. The Contractor's insurance coverage under any insurance policy necessary for performance of this Contract is the primary insurance in respect to the State of Montana, including its officials, agents, employees, and volunteers and must apply separately to each project or location. Any insurance or self-insurance maintained by the State of Montana, its officials, employees, agents, and volunteers is in excess of the Contractor's insurance and does not contribute with it.
10. If the total of losses for submitted claims exceeds the aggregate amount of insurance coverage a Contractor has, the Contractor must procure additional coverage based upon those increased claims for the remaining term of the Contract.

B. General Liability Insurance

1. The Contractor must have primary general liability insurance coverage that covers tort and other claims of liability arising from personal harm or losses, bodily injuries, death, or damages to or losses or real and personal property or for other liabilities that may be claimed in relation to the Contractor's performance. The insurance must cover claims that may be caused by any act, omission, or negligence of the Contractor or the Contractor's officers, employees, or agents.
2. General liability insurance coverage must have combined single limits for bodily injury, personal harm or loss, and property damage or loss of \$1,000,000 per occurrence and \$2,000,000 per aggregate year, or as established by statutory tort limits of \$750,000 per claim and \$1,500,000 per occurrence as provided by a self-insurance pool insuring counties, cities or towns pursuant to 2-9-108, MCA.

C. Professional or Errors and Omissions Liability Insurance

1. The Contractor must have professional insurance to cover such claims as may be caused by an error, omission, or other negligent act of the Contractor as a professional and any other employed or subcontracted professional staff involved in providing the contracted services.

2. At minimum, the coverage must have combined single limits for each wrongful act of \$1,000,000 per occurrence and \$2,000,000 aggregate per year.
3. If occurrence coverage is not available or is cost prohibitive, the Contractor may provide "claims made" coverage if:
 - a. the commencement date of this Contract does not fall outside the effective date of insurance coverage; and
 - b. the claims made policy has a three-year tail for claims that are filed after the cancellation or expiration date of the policy.

SECTION 15. COMPLIANCE WITH BUSINESS, TAX, LABOR, AND OTHER LEGAL AUTHORITIES

- A. The Contractor assures the Department that the Contractor is legally authorized under state and federal business and tax legal authorities to conduct business in accordance with this Contract.
- B. The Contractor and its employees, agents and subcontractors are not employees of the State and the Contractor may not in any manner represent or maintain the appearance that they are employees.
- C. The Contractor must maintain coverage for the Contractor and the Contractor's employees through workers' compensation, occupational disease, and any similar or related statutorily required insurance program at all times during the term of this contract. The Contractor must provide the Department with proof of necessary insurance coverage as it may be issued to the Contractor and must immediately inform the Department of any change in the status of the Contractor's coverage.
- D. If the Contractor has received an independent Contractor certification from the Montana Department of Labor and Industry as to the Contractor for workers' compensation and other purposes, the Contractor must provide the Department with a copy of the current certification and must immediately inform the Department of any change in the status of the Contractor's certification. This requirement is not applicable if the Contractor's occupation under Montana law is a recognized professional occupation that when practiced as an independent business may be conducted without the independent contractor certification.
- E. The Contractor and its employees, agents and subcontractors must report to the Department or other appropriate state authority any credible evidence that an act in violation of the Montana False Claims Act, at Title 17, chapter 8, part 4, MCA, has been committed.
- F. The Contractor, as a Contractor for the State, must comply on an on-going basis with the Montana prevailing wage requirements in Title 18, chapter 2, part 4, MCA unless the services contracted for are "human services" or one of the other exclusions from the prevailing wage requirement.
- G. The Contractor may not use a person as an independent Contractor in the performance of its duties and responsibilities under this Contract unless that person is currently certified in accordance with Montana legal authorities as an independent Contractor and remains so, or is otherwise exempt under Montana legal authorities from the requirement to possess an independent contractor certification.

- H. The Contractor is solely responsible on an on-going basis for and must meet all labor, health, safety, and other legal requirements, including payment of all applicable taxes, premiums, deductions, withholdings, overtime and other amounts, which may be legally required with respect to the Contractor, the Contractor's employees, and any persons providing services on behalf of the Contractor under this Contract.
- I. The Contractor must comply on an on-going basis with all applicable federal and state legal authorities, executive orders, federal administrative directives, federally approved waivers for program administration, regulations and written policies, including those pertaining to licensing.
- J. The Contractor shall only employ, contract or otherwise engage personnel who are authorized to work in the United State in accordance with applicable federal and state laws.
- K. The section of this Contract regarding indemnification applies with respect to any and all claims, obligations, liabilities, costs, attorney fees, losses or suits involving the Department that accrue or result from the Contractor's failure to comply with this section, or from any finding by any legal authority that any person providing services on behalf of the Contractor under this Contract is an employee of the Department.

SECTION 16. CIVIL RIGHTS

A. Discrimination Prohibited Under Federal and State Authorities

The Contractor may not discriminate in any manner against any person on the basis of race, color, religion, creed, political ideas, sex, age, marital status, physical or mental disability, or national origin in the performance of this Contract or in the delivery of state services or funding on behalf of the State. The Contractor may not receive funds from the State if the Contractor engages in discrimination on the basis of race, color, religion, creed, political ideas, sex, age, marital status, physical or mental disability, or national origin.

B. Compliance with Federal and State Authorities

The Contractor must comply, as applicable, with the provisions of:

1. The Montana Human Rights Act (49-2-101, *et seq.*, MCA);
2. The Montana Governmental Code of Fair Practices (49-3-101, *et seq.*, MCA);
3. The federal Civil Rights Act of 1964 (42 U.S.C. 2000d, *et seq.*), prohibiting discrimination based on race, color, or national origin;
4. The federal Age Discrimination Act of 1975 (42 U.S.C. 6101, *et seq.*), prohibiting discrimination based on age;
5. The Education Amendments of 1972 (20 U.S.C. 1681), prohibiting discrimination based upon gender;
6. Section 504 of the federal Rehabilitation Act of 1973 (29 U.S.C. 794), prohibiting discrimination based upon disability;

7. The federal Americans with Disabilities Act of 1990 (42 U.S.C. 12101, *et seq.*), prohibiting discrimination based upon disability;
8. The Vietnam-Era Veterans Readjustment Assistance Act (38 U.S.C. 4212);
9. The federal Executive Orders 11246 and 11375 and 41 CFR Part 60, requiring equal employment opportunities in employment practices; and
10. The federal executive Order 13166 requiring facilitation of access for persons with limited English proficiency to federally funded services.
11. The federal executive Order 13672 prohibiting discrimination based on sexual orientation and gender identity by contractors and subcontractors.
12. Section 1557 of the Affordable Care Act and 45 CFR Part 92 prohibiting discrimination in health programs and activities, any part of which receives federal financial assistance.

C. Civil Rights Violations

The Department may undertake any and all actions, including contract termination, necessary to remedy any prohibited discriminatory action by the Contractor or to remedy any failure by the Contractor to carry out an affirmative action as required in federal or state legal authorities.

SECTION 17. FEDERAL REQUIREMENTS

A. Generally

Prior to signing this Contract, the Contractor must sign and submit to the Department OMB Form 424B (Rev. 7-97) (known as "Assurances – Non-Construction Program") and the Department's "Certification of Compliance with Certain Requirements for Department of Public Health & Human Services (May 2011)". The Contractor must comply with and ensure its subcontractors' compliance with the applicable federal requirements and assurances in those forms, including any related reporting requirements. The Contractor is responsible for determining which requirements and assurances are applicable to the Contractor.

B. Political and Lobbying Activities

1. Except as expressly permitted by state and federal legal authorities, the Contractor, its employees and agents may not use any monies received under the terms of this Contract to make payments for salaries, expenses or otherwise related to:
 - a. any political activities;
 - b. publicity or propaganda, or the preparation, distribution, or use of any kit, pamphlet, booklet, publication, radio, television, or video presentation designed to support or defeat legislation pending before the U.S. Congress or a state legislature, except for presentations to the U.S. Congress or a state legislative body or one or more of its members as an aspect of normal and recognized executive-legislative relationships;
 - c. the awarding of any federal Contract, grant or loan, the making of any cooperative agreement or the extension, continuation, renewal, amendment or modification or any federal Contract, grant, loan or cooperative agreement; and

- d. influencing or attempting to influence:
 - i. a member, officer or employee of the U.S. Congress or of any branch of any state or local legislative body, an employee of a member or officer of the U.S. Congress or of any branch of any state or local legislative body;
 - ii. any legislation or appropriations pending before the U.S. Congress or a state or local legislative body; or
 - iii. any officer or employee of any federal or state agency.

- 2. If the Contractor, its employees or agents pay any funds other than the monies received under this contract to any person for influencing or attempting to influence an officer or employee of any agency, a member of the U.S. Congress, an officer or employee of the U.S. Congress or an employee of a member of the U.S. Congress in connection with this Contract, the Contractor must complete and submit to the Department the federally required form, "STANDARD FORM LLL". The Contractor must cooperate with any investigation undertaken regarding the expenditure of funds for political or lobbying activities.

C. Disclosure of Ownership and Control Information (Federal Medicaid monies)

- 1. The following definitions apply for the purposes of this subsection.
 - a. An ownership or control interest means the possession of equity in the capital, the stock or the profits of the Contractor, and includes:
 - i. an ownership or an indirect ownership interest or combination of both totaling 5 percent or more in the Contractor;
 - ii. an ownership of 5 percent or more in any mortgage, deed of trust, note or other obligation secured by the Contractor if that interest equals at least 5 percent of the value of the property or assets of the Contractor;
 - iii. an officer or director of the Contractor's corporation; and
 - iv. a partner if the Contractor is a partnership.
 - b. Determinations of ownership and control interest percentages including indirect ownership are made in accordance with 42 CFR 455.102.
 - c. A managing employee is a general manager, business manager, administrator, director or other person who exercises operations or managerial control over, or who directly or indirectly conducts the day-to-day operation of the Contractor.
 - d. An agent is any person who has been delegated the authority to obligate or act in behalf of the Contractor.
- 2. Prior to entry into this Contract and thereafter, the Contractor must disclose to the Department:
 - a. the name of each corporation or person with an ownership or control interest in the Contractor or in any subcontractor of the Contractor;

- b. the name of the Contractor's managing employee;
- c. the name of any person who has ownership or control interest in the Contractor or who is the Contractor's managing employee or agent who has been convicted of a federal crime related to federal health care programs;
- d. whether any person named as having an ownership or control interest who also is related as a spouse, parent, child or sibling or another named person; or has an ownership or control interest in another disclosing entity, and if so, the identity of that other disclosing entity.

3. Within 35 days of the Department requesting it, the Contractor shall disclose:

- a. ownership of any subcontractor with whom the Contractor has had more than \$25,000 in business transactions in the 12 month period ending on the date the Department made its request; and
 - b. any significant business transactions occurring between the Contractor and a wholly owned supplier or between the Contractor and any subcontractor during the five year period ending on the date of the request.
4. The ownership and control disclosure in 21.3.1.1 must include the tax identification number, primary business address including post office box, if applicable, every business location, if applicable, of any corporation and the social security number, name, date of birth, and address of any person including a managing employee.
5. The Department may deny or terminate enrollment as a Medicaid provider to any entity that fails to comply with the reporting requirements in this subsection.

D. Prohibition on Contracting with Federally Debarred Entities or Persons.

- 1. At the time engagement and on a monthly basis thereafter, the Contractor shall check the "list of Excluded Individuals/Entities" maintained by the Office of Inspector General for the federal Department of Health & Human Services to determine whether any person or entity engaged with or employed by the Contractor appears on the list and will immediately report to the Department any person or entity who appears on the list and will take appropriate action to terminate the Contractor's relationship with the debarred person.
- 2. The Department will terminate this contract immediately if the Contractor:
 - a. as an entity is debarred, suspended, or otherwise excluded by the federal Office of Inspector General ["OIG"] or by the Department under federal or state legal authority from participating in federally funded procurement activities or from receiving reimbursement through a health care program unless the OIG provides a lawful waiver of the debarment exclusion; or
 - b. employs or engages a person who is debarred or subject to debarment from receiving reimbursement through federal and state health care programs, including a director, officer, partner, person with beneficial ownership of more than 5 percent of the Contractor's equity, employee, consultant, or person otherwise providing items and

services that are significant and material to the Contractor's obligations under this Contract with the Department.

E. Reporting for Compliance with the Federal Transparency Act.

1. The following definitions apply for the purpose of with this Section:

- a. "Entity" includes a corporation, an association, a partnership, a limited liability company, a limited liability partnership, a sole proprietorship, a nonprofit corporation, any other legal business entity, a tribe or tribal entity, an institution of higher education and a state or local government. It does not include a natural person and performance is not related to any business or nonprofit organization that the person may own, control or operate.
- b. "Federal award" includes monies received by the Department through federal grants and contracts, and includes the expenditure of federal monies under cooperative agreements, including all forms of Medicaid payments. It does not include payments and reimbursements made to vendors of supplies, equipment, maintenance and other routine services.
- c. "Total compensation" includes the cash and noncash dollar value earned by the official/executive during the contractor's past fiscal year and includes the following (for more information see 17 CFR 229.402(c)(2)):
 - i. Salary and bonus;
 - ii. Awards of stock, stock options, and stock appreciation rights. Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments;
 - iii. Earnings for services under non-equity incentive plans. Does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees;
 - iv. Change in pension value. This is the change in present value of defined benefit and actuarial pension plans
 - v. Above-market earnings on deferred compensation which is not tax-qualified; and
 - vi. Other compensation. For example, severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property if the value for the executive exceeds \$10,000.

2. The Contractor will submit to the Department the following information related to the monies paid pursuant to this Contract in the time and manner the Department directs in fulfillment of the reporting requirements of the Federal Funding Accountability And Transparency Act (FFATA or Transparency Act), P.L. 109-282, as amended by Section 6202(a), P.L. 110-252-1:

- a. name of the entity receiving the award;

- b. the pertinent NAICS code for the Contractor's business activity;
 - c. the Data Universal Numbering System (DUNS) identifier assigned to the Contractor or other unique identifier of the entity receiving the award;
 - d. the DUNS identifier or other unique identifier assigned to the parent entity of the recipient, should the recipient be owned by another entity;
 - e. award title;
 - f. descriptive purpose of the funding action;
 - g. the amount of the award;
 - h. the transaction type;
 - i. the funding agency;
 - j. the Catalog of Federal Domestic Assistance number for grant derived program funding;
 - k. the program source;
 - l. the location of the entity receiving the award, including four data elements for the city, State, Congressional district, and country; and
 - m. the location of the primary place of performance under the award, including four data elements for city, State, Congressional district, and country.
3. The Contractor must mail to the Department each year during the term of the Contract an "Officers/Executive Compensation Report" (the Compensation Report) if the Contractor has:
- reported gross income in the previous tax year totaling \$300,000 or more;
 - consideration for this Contract totaling \$25,000 or more at the signing of or any time during the term of the Contract;
 - annual gross revenues totaling more than \$25,000,000; and
 - federal awards which constitute 80% of the Contractor's annual gross revenues.
- a. The Compensation Report will present (1) the individual names and total compensation of the five most highly compensated officers/executives of the Contractor for the most recent full calendar year and (2) the Contractor's Data Universal Numbering System (DUNS) number issued through Dun and Bradstreet. The most highly compensated officers/executives reporting is limited to persons who are engaged in governance and management and is not including highly compensated professionals such as physicians who do not participate substantively in governance or management.

- b. The Contractor is to submit the Compensation Report to the Department by the end of the month following the month in which the total of the monies obligated through this Contract is at \$25,000 or more, whether occurring at the time of signing or at some later date due to a contractual amendment. The Contractor must continue to submit the Compensation Report annually during the term of the Contract on the anniversary of the initial date of submittal, even if the total consideration for the Contract is later amended to be less than \$25,000.
- c. The Contractor will submit the Compensation Report to the Department by first-class mail addressed as follows or via email:

DPHHS
Attn: BFSD-FFATA Reporting
PO Box 4210
Helena, MT 59604-4210
hhsffata@mt.gov
- d. In lieu of the Report, the Contractor may submit to the Department the most currently available public report of compensation information as reported to:
 - i. the Security and Exchange Commission (SEC) under sections 13(a) or 15(d) of the Securities Exchange Act of 1934 through the Contractor's annual proxy statement; or
 - ii. the Internal Revenue Service under section 6104 of the Internal Revenue Code of 1986 through Section VII of the Contractor's Form 990.
- e. The Contractor does not need to report the compensation information of its top 5 officers/executives if the federal government designates that information as classified and not subject to public release.

F. Text Messaging While Driving

The Contractor, its officers, employees, agents and subcontractors are prohibited from engaging in any other form of electronic data retrieval or electronic data communication while driving in vehicles for purposes of the work contracted for through this Contract, including text messaging, reading from or entering data into any handheld or other electronic device, SMS texting, e-mailing, instant messaging, and obtaining navigational information. Driving includes operating a motor vehicle on an active roadway with motor running, including while temporarily stationary due to traffic, a traffic light, stop sign or otherwise. It does not include operating a motor vehicle with or without the motor running when one has pulled over to the side of, or off, an active roadway and has halted in a location where one can safely remain stationary. The Contractor and its subcontractors are responsible for ensuring that owners, officers, employees, agents and subcontractors are aware of and adhere to the requirements of this provision.

SECTION 18. CONFIDENTIALITY OF PERSONAL INFORMATION AND COMPLIANCE WITH THE FEDERAL HIPAA AND HITECH PRIVACY AND SECURITY REQUIREMENTS

- A. The following definitions apply for the purpose of this section.

1. "Personal information" means information appearing in any form, whether written, electronic or otherwise, concerning a person who is:
 - a. a consumer or recipient of services delivered by a departmental program;
 - b. otherwise the subject of a departmental activity; or
 - c. a departmental employee.
2. "Confidential personal information" means personal information which federal or state legal authorities or regulations protect from general public access and release. "Confidential personal information" includes but is not limited to the name, social security number, driver's license number, street and postal addresses, phone number, email address, medical data, protected health information as defined for purposes of the federal Health Insurance Portability and Accountability Act (HIPAA) and Health Information for Economic and Clinical Health Act (HITECH), programmatic individual eligibility information, programmatic individual case information, programmatic payment and benefit information and information obtained from the IRS or other third parties that is protected as confidential.

B. Confidential Personal Information Held by the Contractor

During the term of this Contract, the Contractor, its employees, subcontractors and agents must treat and protect as confidential all material and information the Department provides to the Contractor or which the Contractor acquires on behalf of the Department in the performance of its contractual duties and responsibilities which contain personal information or confidential personal information and must use or disseminate such materials and information only in accordance with the terms of this Contract and any governing legal and policy authorities.

C. Security of Confidential Personal Information.

In its use and possession of confidential personal information, the Contractor must conform with security standards and procedures meeting or exceeding current best business practices. Upon the Department's request, the Contractor will allow the Department to review and approve any specific security standards and procedures of the Contractor.

D. Notice by Contractor of Unauthorized Disclosures or Uses of Confidential Personal Information.

Immediately upon discovering any unauthorized disclosure or use of confidential personal information by the Contractor, its employees, subcontractors, agents, the Contractor must confidentially report the disclosure or use to the Department in detail, and must undertake immediate measures to retrieve all such confidential personal information and to prevent further unauthorized disclosure or use of confidential personal information.

E. Notice by Contractor of Investigations, Complaints, Litigation Concerning the Use and Protection of Confidential Personal Information.

1. The Contractor must provide the Department with written notice within five work days of the Contractor receiving notice of any of the following:
 - a. any complaint lodged with, investigation initiated by, or any determination made by any federal entity [including the federal Department of Health and Human Services' Office of Civil Rights (OCR) and the federal Department of Justice] related to any

- purported non-compliance by the Contractor with the federal HIPAA and HITECH Acts and their implementing regulations; or
- b. any administrative action or litigation initiated against the Contractor based on any legal authority related to the protection of confidential information.

- 2. With its notice, the Contractor must provide the Department with copies of any relevant pleadings, papers, administrative or legal complaints and determinations.

F. Contractor Compliance with the Federal HIPAA and HITECH Acts and the Implementing Regulations Governing the Use and Possession of Personal Healthcare Information.

- 1. If the Contractor uses or possesses individually identifiable personal healthcare information for purposes related to the performance of an services provided under this Contract, the Contractor must comply with the privacy and security requirements of the federal HIPAA of 1996 and HITECH Acts enacted as part of the American Recovery and Reinvestment Act of 2009, and the regulations implementing those requirements as they apply to the Contractor.
- 2. If the Contractor is a Business Associate as defined at 45 CFTR 160.103, it must comply with the privacy and security requirements for functioning as a Business Associate of the Department or as a "Covered Entity" under federal HIPAA and HITECH.
- 3. The Contractor must sign the Department's Certification Form attached to this Contract as Attachment B, certifying that the Contractor is in full compliance with applicable HIPAA and HITECH requirements as a Covered Entity or a Business Associate, as those terms are defined at 45 CFR 160.103.

SECTION 19. PUBLIC INFORMATION AND DISCLAIMERS

A. The Contractor may not access or use personal, confidential, or privileged information obtained through the Department, its agents and contractors, unless the Contractor does so:

- 1. in conformity with governing legal authorities and policies;
- 2. with the permission of the persons or entities from whom the information is to be obtained; and
- 3. with the review and approval by the Department prior to use, publication or release.

Privileged information includes information and data the Department, its agents and contractors produce, compile or receive for state and local contractual efforts, including those local and state programs with which the Department contracts to engage in activities related to the purposes of this Contract.

B. The Contractor may not use monies under this Contract to pay for media, publicity or advertising that in any way associates the services or performance of the Contractor or the Department under this Contract with any specific political agenda, political party, a candidate for public office, or any matter to be voted upon by the public. Media includes but is not limited to commercial and noncommercial print, verbal and electronic media.

C. The Contractor must inform any people to whom it provides consultation or training services under this Contract that any opinions expressed do not necessarily represent the position of the

Department. All public notices, information pamphlets, press releases, research reports, posters, public service announcements, web sites and similar modes of presenting public information pertaining to the services and activities funded with this Contract prepared and released by the Contractor must include the statement:

"This project is funded in whole or in part under a Contract with the Montana Department of Public Health and Human Services. The statements herein do not necessarily reflect the opinion of the Department."

- D. The Contractor must state the percentage and the monetary amount of the total program or project costs of this Contract funded with (a) federal monies and (b) non-federal monies in all statements, press releases, and other documents or media pieces made available to the public describing the services provided through this Contract.
- E. Before the Contractor uses, publishes, releases or distributes them to the public or to local and state programs, the Department must review and approve all products, materials, documents, publications, press releases and media pieces (in any form, including electronic) the Contractor or its agents produce with contract monies to describe and promote services provided through this contract.

SECTION 20. TECHNOLOGY ACCESS FOR PERSONS WHO ARE BLIND OR VISUALLY IMPAIRED

- A. As required by 18-5-603, MCA, information technology equipment and software purchased with contractual monies are an aspect of performance for purposes of this Contract must provide persons who are blind or visually impaired, including Contractor employees and agents, program participants, and members of the public, with access, including interactive use of the equipment and services, that is equivalent to that provided to persons who are not blind or visually impaired.
- B. The requirements of this section are not applicable to the expenditure of monies derived through a standardized rate reimbursement system.

SECTION 21. TOBACCO-FREE WORKPLACE AND OTHER RESTRICTIONS

- A. The Contractor must adopt and implement a tobacco-free workplace policy. The Contractor must provide the Department with a copy of the policy along with an assurance of compliance with the policy.
- B. The Contractor and its subcontractors during the term of this Contract may not:
 - 1. perform any work involving the production, processing, distribution, promotion, sale, or use of tobacco products or the promotion of tobacco companies; or
 - 2. accept revenues from a tobacco producing processing or marketing entity or subsidiaries of such an entity if the acceptance of the revenues would result in the appearance that tobacco use is desirable or acceptable or in the appearance that the Contractor endorses the tobacco product or the tobacco related entity.

SECTION 22. RECIPIENT GRIEVANCES AND APPEALS

- A. The Contractor must inform applicants for and recipients of services provided through this Contract of any right there may be to present grievances to the Contractor and the Department or to receive a fair hearing.
- B. If an appeal for a fair hearing is filed, the Contractor must appear, if requested by the Department, to present evidence in any hearing that may be held.
- C. The Contractor, as directed by the Department, must provide services in accordance with the decision in a fair hearing concerning services provided by the Contractor to a recipient of services.

SECTION 23. CONTRACTUAL DISPUTE RESOLUTION PROCESS FOR HUMAN SERVICES CONTRACTS

- A. This Contract dispute resolution process implements the state legal authorities requirement in 2-15-2230, MCA that Contracts entered into for the provision of human services contain a dispute resolution process clause providing recourse to a provider for disagreement about the terms of this Contract.
- B. This dispute resolution process may not be invoked for purposes of resolving an issue that concerns conformance by the Contractor with federal legal authorities and policy requirements that govern the expenditure of Medicaid monies or the delivery of services funded with Medicaid monies. Medicaid issues must be appealed through the fair hearing due process appeal provided for at ARM 37.5.311 that is expressly applicable to persons and organizations that provide services funded with Medicaid monies.
- C. This dispute resolution process is not applicable to the contest of any matters arising as an obligation upon the Department or the Contractor of legal authority inclusive of federal or state law, regulation or rule that supersedes or governs over the contractual term that is at issue.
- D. The Contractor, except as otherwise provided in this Section or by legal authorities, may appeal any issue concerning performance or consideration under the terms of this Contract by following these procedures.
 - 1. The dispute resolution process is initiated by the Contractor submitting the dispute in writing, along with any relevant documentation, to the Contract liaison for the Department. The Department's Contract liaison will provide a written response to the Contractor within 10 working days.
 - 2. If the Contractor disagrees with the Department's written response or if the Department's Contract liaison fails to issue a written response within 10 working days, the Contractor may request a dispute resolution review. The Contractor must submit the request for dispute resolution review to the Contract liaison and must do so within 10 working days of either receiving the liaison's written response or 10 working days from the date it was due, whichever comes first.
 - 3. The appropriate Division Administrator or designee will conduct a dispute resolution review.

4. In addition to reviewing the Contractor's written dispute and the liaison's written response, the Division Administrator or designee may request additional information from the Contractor and Contract liaison and may convene a meeting between the parties in order to resolve the dispute.
 5. The Division Administrator or designee will issue a written decision within 30 days of the Contractor's request for review.
- E. A dispute appealed through this dispute resolution process is also subject, as provided for by 18-1-402, MCA, to the statutory requirements for and limitations upon appeals in contractual relationships with the State.

SECTION 24. COMPLIANCE WITH APPLICABLE LAWS, RULES AND POLICIES

The Contractor must comply with all applicable federal and state laws, executive orders, regulations and written policies, including those pertaining to licensing.

SECTION 25. CONTRACTOR COOPERATION AND DEPARTMENTAL GUIDANCE

A. Cooperation with the Department and Other Governmental Entities

The Contractor must ensure that Contractor's personnel cooperate with the Department or other state or federal administrative agency personnel at no cost to the Department for purposes relating to the delivery and administration of the contracted for services including but not limited to the following purposes:

1. The investigation and prosecution of fraud, abuse, and waste;
2. Audit, inspection, or other investigative purposes; and
3. Testimony in judicial or quasi-judicial proceedings or other delivery of information to HHSC or other agencies investigators or legal staff.

B. Departmental Guidance

The Contractor may request guidance from the Department in administrative and programmatic matters that are necessary to the Contractor's performance. The Department may provide such guidance as it deems appropriate. Guidance may include copies of regulations, statutes, standards and policies that are to be compiled with under this Contract. The Department may supply interpretations of such materials and this Contract to assist the Contractor with compliance. A request for guidance does not relieve the Contractor of any obligation to meet the requirements of this Contract. The Department will not provide legal services to the Contractor in any matters relating to the Contractor's performance under this Contract.

SECTION 26. ACCESS TO PREMISES

The Contractor must provide the State of Montana and any other legally authorized governmental entity, or their authorized representatives, the right to enter at all reasonable times the Contractor's premises or other places where contractual performance occurs to inspect, monitor or otherwise evaluate contractual performance. The Contractor must provide reasonable facilities and assistance for the safety and convenience of the persons performing these duties. All inspection, monitoring and evaluation must be performed in such a manner as not to unduly interfere with contractual performance.

SECTION 27. REGISTRATION OF OUT OF STATE ENTITIES

- A. If the Contractor is incorporated in a state other than Montana or in a foreign country and is conducting business in Montana, it may be required by 35-1-1026 and 35-8-1001, MCA to register with the Montana Secretary Of State Office. Further information concerning these requirements may be obtained through the Montana Secretary of State's Office at <http://sos.mt.gov/> or by calling 406.444.3665.
- B. A business entity required to register in the State of Montana must show proof of a current certificate of authority to conduct business prior to entry into or continued performance under this Contract.

SECTION 28. LIAISON AND SERVICE OF NOTICES

- A. Amber Sark, (406) 444-0991, (406) 444-1861, asark@gmail.com is the liaison for the Department. Trista Besich, 406-761-9887, tbesich@cascadecountymt.gov is the liaison for the Contractor. These persons serve as the primary contacts between the parties regarding the performance of this contract.
- B. Written notices, reports and other information required to be exchanged between the parties must be directed to the liaison at the parties' addresses set out in this contract.

SECTION 29. PERFORMANCE ASSESSMENTS AND CORRECTIVE ACTIONS

- A. The Department may assess the Contractor's performance under this Contract to any extent and at any time.
- B. If the Department determines the Contractor or any employee, agent, or subcontractor of the Contractor, is failing to perform the duties and requirements under this Contract, the Department may provide written notice of such failure to the Contractor. Within ten (10) business days after receipt of the written notice, the Contractor shall investigate the matters set forth in the notice and submit a written response to the Department setting forth in detail any actions the Contractor agrees to undertake to remedy the failure. The time for responding may be extended by agreement of the parties. If in the opinion of the Department the actions the Contractor sets forth in its response are not sufficient to remedy the failure, the Department may propose written amendment of the contract setting forth corrective actions the Department deems necessary to remedy the failure. If the parties cannot agree to such amendment, or if corrective actions agreed to pursuant to amendment are not performed or completed, the Department may exercise any right it has under this Contract, including but not limited to termination of the Contract. Corrective actions may include but are not limited to:
 - 1. Performance requirements;
 - 2. Repayment requirements;
 - 3. Accountability or review measures; and
 - 4. Training or supervision requirements.

- C. The Department may exercise any right it has under this Contract, including but not limited to termination, without first undertaking corrective action pursuant to subsections B of this Section, or after having begun or undertaken corrective action under subsection B.

SECTION 30. FORCE MAJEURE

If the Contractor or State is delayed, hindered, or prevented from performing any act required under this Contract by reason of delay beyond the control of the asserting party including, but not limited to, theft, fire, or public enemy, severe and unusual weather conditions, injunction, riot, strikes, lockouts, insurrection, war, or court order, then performance of the act shall be excused for the period of the delay. "Beyond the control" means an unanticipated grave natural disaster or other phenomenon or event of an exceptional, inevitable, and irresistible character, the effects of which could not have been prevented or avoided by the exercise of due care or foresight. In that event, the period for the performance of the act shall be extended for a period equivalent to the period of the delay. Matters of the Contractor's finances shall not be considered a force majeure.

- A. The Department may terminate this Contract for convenience. The Department must give notice of termination to the Contractor at least thirty business (30) days prior to the effective date of termination. In the event of such termination for convenience, the Contractor shall be paid for all Services rendered satisfactorily to the termination date and for any direct costs (not including anticipated profits) incurred by the Contractor as a result of the termination. Such payment shall constitute the Contractor's sole right and remedy. The Department has the right to terminate for convenience even when a condition of force majeure exists.
- B. This Contract is subject to immediate termination if the Contractor engages in any violation of state or federal law listed in this Contract or any Exhibit to this Contract or which otherwise may be applicable to the Contract arising from the performance of Services under this Contract.
- C. The Department may terminate this Contract in whole or in any aspect of performance under this Contract if:
1. federal or state funding for this Contract becomes unavailable or reduced for any reason; or
 2. the Department determines that the Contractor is failing to perform in accordance with the terms of this Contract. In such event, the Department shall give Contractor written notice of breach and an opportunity to cure the breach. Contractor will correct the breach within 30 calendar days of receipt of such notice unless the cure period is otherwise specified in the written notice of breach. If the breach is not corrected timely, this Contract may be terminated immediately, in whole or in part, by written notice from the Department to Contractor. The option to terminate shall be at the sole discretion of the Department.
- D. Upon expiration, termination or cancellation of this Contract, or any portion of this Contract, the Contractor must assist the Department, its agents, representatives and designees in closing out this Contract, and in providing for the orderly transfer of contract responsibilities and the continued delivery of contract services by the Department or its designee, and shall allow the Department access to the Contractor's facilities, records and materials to fulfill these requirements.

SECTION 31. CHOICE OF LAW, REMEDIES AND VENUE

- A. This Contract is governed by the laws of the State of Montana. In accordance with Montana Code Annotated § 18-1-401, the district courts of the State of Montana have exclusive original jurisdiction to entertain claims or disputes arising out of contracts entered into by the Department.
- B. For purposes of litigation concerning this Contract, venue must be in the First Judicial District in and for the County of Lewis and Clark, State of Montana.
- C. If there is litigation concerning this Contract, the Contractor must pay its own costs and attorney fees.
- D. If there is a contractual dispute, the Contractor agrees to continue performance under this Contract unless the Department in writing explicitly waives performance.
- E. Any remedies provided by this Court are not exclusive and are in addition to any other remedies provided by law.

SECTION 32. SCOPE, AMENDMENT AND INTERPRETATION OF CONTRACT

- A. This Contract consists of numbered pages 1 through 31, the PCMH Care Delivery Requirements expressly referenced as Attachment A; Attachment B: Annual Certification for Department of Public Health and Human Services of the Contractor's Compliance with Certain State and Federal Requirements; Attachment C: Sources of Information (HIPAA, HITECH); Attachment D: Assurances Non-Construction Programs; Attachment E: Disclosure of Lobbying Activities. This is the entire Contract between the parties.
- B. No statements, promises, or inducements made by either party or their agents are valid or binding if not contained in this Contract and the materials expressly referenced in this Contract as governing the contractual relationship.
- C. The headings to the section of this Contract are convenience of reference and do not modify the terms and language of the sections to which they are headings.
- D. No contractual provisions from a prior Contract of the parties are valid or binding in this contractual relationship.
- E. Except as may be otherwise provided by its terms, this Contract may not be enlarged, modified or altered except by written amendment signed by the parties to this Contract.
- F. If there is a dispute as to the duties and responsibilities of the parties under this Contract, the Contract along with any attachments prepared by the Department, including request for proposal, if any, govern over the Contractor's proposal, if any.
- G. If a court of law determines any provision of this Contract is per se or as applied legally invalid, all other provisions of this Contract remain in effect and are valid and binding on the parties.
- H. Any provision of this Contract that is determined to conflict with any federal or state law or regulation, whether per se or as applied, is inoperative to the extent it conflicts with that authority and is to be considered modified to the extent necessary to conform with that authority.

- I. Waiver of any default, breach or failure to perform under this Contract may not be construed to be a waiver of any subsequent default, breach or failure of performance. In addition, waiver of a default, breach or failure to perform may not be construed to be a modification of the terms of this Contract unless reduced to writing as an amendment to this Contract.

The parties through their authorized agents have executed this contract on the dates set out below.

MONTANA DEPARTMENT OF PUBLIC HEALTH AND HUMAN SERVICES

By: _____ Date _____
Sheila Hogan, Director
Department of Public Health & Human Services
P.O. Box 202951
Helena, MT 59620-2951
(406) 444-5623

By: _____ Date _____
Marie Matthews, State Medicaid Director
Department of Public Health and Human Services
P.O. Box 202951
Helena, MT 59620-2951
(406) 444-4084

By: _____ Date _____
Duane Preshinger, Administrator
Health Resources Division
1400 Broadway/PO Box 202951
Helena, MT 59620-2951
(406) 444-4458

CONTRACTOR

BY: _____ Date: _____

Typed/Printed Name as _____
Title

Address

Phone Number

Federal I.D. Number

ANNUAL CERTIFICATION FOR DEPARTMENT OF PUBLIC HEALTH & HUMAN SERVICES OF THE CONTRACTOR'S COMPLIANCE WITH CERTAIN STATE AND FEDERAL REQUIREMENTS

This annual certification form is standardized for general use by the Department Of Public Health And Human Services (Department) in contracting relationships. Not all of these assurances may be pertinent to the Contractor's circumstances. The Contractor in signing this form is certifying compliance only with those requirements that are legally or contractually applicable to the circumstances of the contractual relationship of the Contractor with the Department.

These assurances are in addition to those stated in the federal OMB 424B (Rev. 7-97) form, known as "ASSURANCES - NON-CONSTRUCTION PROGRAMS", issued by the federal Office of Management of the Budget (OMB). Standard Form 424B is an assurances form that must be signed by the Contractor if the Contractor is to be in receipt of federal monies.

There may be program specific assurances, not appearing either in this form or in the OMB Standard Form 424B, for which the Contractor may have to provide additional certification.

This form and OMB Standard Form 424B are to be provided with original signatures to the Department's contract liaison. The completed forms are maintained by the Department in the pertinent procurement and contract files.

Further explanation of several of the requirements certified through this form may be found in the text of related contract provisions and in the Department's policies pertaining to procurement and contractual terms. In addition, detailed explanations of federal requirements may be obtained through the Internet at sites for the federal departments and programs and for the Office for Management of the Budget (OMB) and the General Services Administration (GSA).

ASSURANCES

The **Contractor**, Community Health Care Center -Great Falls, for the purpose of contracting with the Montana Department of Public Health & Human Services, by its signature on this document certifies to the Department its compliance, as may be applicable to it, with the following requirements.

The Contractor assures the Department:

GENERAL COMPLIANCE REQUIREMENTS

- A. That the Contractor does not engage in conflicts of interest in violation of any state or federal legal authorities, any price fixing or any other anticompetitive activities that violate the federal antitrust Sherman Act, 15 U.S.C. §§1 – 7, Anti-Kickback Act, 41 U.S.C. §§ 51-58, and other federal legal authorities. And that the Contractor does not act in violation of 18-4-141, MCA or other legal authorities by colluding with other contractors for the purpose of gaining unfair advantages for it or other contractors or for the purpose of providing the services at a noncompetitive price or otherwise in a noncompetitive manner. (reference Contract Section titled "Antitrust Violations")

- B. That the Contractor does not act in violation of the federal False Claims Act at 31 U.S.C. §§ 3729–3733 (the “Lincoln Law”) or of the Montana False Claims Act, at Title 17, chapter 8, part 4, MCA. And that the Contractor and its employees, agents and subcontractors act to comply with requirements of the federal False Claims Act by reporting any credible evidence that a principal, employee, agent, contractor, subgrantee, subcontractor, or other person has submitted a false claim to the federal government. (reference Contract Section titled “Reporting Of False Claims, Fraud, And Other Criminal Matters”)
- C. That the Contractor is solely responsible for and must meet all labor, tax, and other legal authorities requirements pertaining to its employment and contracting activities, inclusive of insurance premiums, tax deductions, unemployment and other tax withholding, overtime wages and other employment obligations that may be legally required with respect to it. (reference Contract Section titled “Compliance With Business, Tax, Labor, And Other Legal authorities”)
- D. That the Contractor maintains necessary and appropriate workers compensation insurance coverage. (reference Contract Section titled “Compliance With Business, Tax, Labor, And Other Legal authorities”)
- E. That the Contractor is an independent contractor and possesses, unless by law not subject to or exempted from the requirement, a current independent contractor certification issued by the Montana Department Of Labor And Industry in accordance with 39-71-417 through 39-71-419, MCA. (reference Contract Section titled “Compliance With Business, Tax, Labor, And Other Legal authorities”)
- F. That the Contractor's subcontractors and agents are in conformance with the requirements of Sections B, C, and D of this Certification.
- G. That the Contractor, any employee of the Contractor, or any subcontractor in the performance of the duties and responsibilities of the proposed contract: 1) are not currently suspended, debarred, or otherwise prohibited in accordance with 2 CFR Part 180, OMB Guidelines To Agencies On Government wide Debarment and Suspension (nonprocurement) from entering into a federally funded contract or participating in the performance of a federally funded contract; and 2) are not currently removed or suspended in accordance with 18-4-241, MCA from entering into contracts with the State Of Montana. (reference Contract Section titled “Federal Requirements”)
- H. That the Contractor is in compliance with those provisions of the privacy, security, electronic transmission, coding and other requirements of the federal Health Insurance Portability And Accountability Act of 1996 (HIPAA) and the federal Health Information Technology For Economic And Clinical Health (HITECH), a part of the American Recovery And Reinvestment Act Of 2009, and the implementing federal regulations for both acts that are applicable to contractual performance if the Contractor is either a Covered Entity or a Business Associate as defined for purposes of those acts. (reference Contract Sections titled “Confidentiality Of Personal Information And Compliance With The Federal HIPAA And HITECH Privacy And Security Requirements” and “Business Associate Obligations”)
- I. That, as required by legal authorities or contract, the Contractor maintains smoke and tobacco free public and work sites. And if the contract performance is related to the delivery of a human service, the Contractor does not perform any work involved in the production, processing, distribution, promotion, sale, or use of tobacco products or the promotion of tobacco companies; or 3) accept revenues from the tobacco industry or subsidiaries of the tobacco industry if the acceptance results in the appearance that tobacco use is desirable or acceptable or in the

appearance that the contractor endorses a tobacco product or the gifting tobacco related entity. (reference Contract Section titled "Tobacco-free Workplace And Other Restrictions")

COMPLIANCE REQUIREMENTS FOR FEDERALLY FUNDED CONTRACTS

- J. That the Contractor, in conformance with the Pro-Children Act of 1994 (20 U.S.C. §6081 *et seq.*), prohibits smoking at any site of federally funded activities that serve youth under the age of 18. This federal prohibition is not applicable to a site where the only federal funding for services is through Medicaid monies or the federally funded activity at the site is inpatient drug or alcohol treatment.
- K. That the Contractor does not expend federal monies in violation of federal legal authorities prohibiting expenditure of federal funds on lobbying the United States Congress or state legislative bodies or for any effort to persuade the public to support or oppose legislation. (reference Contract Section titled "Federal Requirements")
- L. That the Contractor maintains in compliance with the Drug-Free Workplace Act of 1988, 41 U.S.C. 701, *et seq.*, drug free environments at its work sites, providing required notices, undertaking affirmative reporting, and other requirements, as required by federal legal authorities.
- M. That the Contractor is not delinquent in the repayment of any debt owed to a federal entity.
- N. That the Contractor, if expending federal monies for research purposes, complies with federal legal authorities relating to use of human subjects, animal welfare, biosafety, misconduct in science and metric conversion.
- O. That the Contractor, if receiving aggregate payments of medicaid monies totaling \$5,000,000 or more annually, has established in compliance with 1902(a)(68) of the Social Security Act, 42 U.S.C. 1396a(a)(68), written policies with educational information about the federal False Claims Act at 31 U.S.C. §§ 3729–3733 (the "Lincoln Law") and presents that information to all employees. (reference Contract Section titled "Reporting Of False Claims, Fraud, And Other Criminal Matters")
- P. That the Contractor is in compliance with the executive compensation reporting requirement of the Federal Funding Accountability And Transparency Act (FFATA or Transparency Act), P.L. 109-282, as amended by Section 6202(a), P.L. 110-252-1, either in that the Contractor does not meet the criteria necessitating the submittal of a report by an entity or in that, if the Contractor meets the criteria mandating reporting, the Contractor produces the information in a publicly available report to the Securities And Exchange Commission (SEC) or to the Internal Revenue Service and provides the report in a timely manner to the Department or produces a separate report with the information and submits that report to the in a timely manner to the Department. (reference Contract Section titled "Federal Requirements")
- Q. That the Contractor, if a contractor for the delivery of medicaid funded services, is in compliance with the requirements of 42 C.F.R. §§ 455.104, 455.105, and 455.106 concerning disclosures of ownership and control, business transactions, and persons with criminal convictions. (reference Contract Section titled "Federal Requirements").
- R. That the Contractor, if providing federally funded health care services, is not as an entity currently federally debarred from receiving reimbursement for the provision of federally funded health care services and furthermore does not currently have any employees or agents who are federally

debarred from the receiving reimbursement for the provision of federally funded health care services. (reference Contract Section titled "Federal Requirements")

COMPLIANCE REQUIREMENTS FOR FEDERALLY FUNDED CONTRACTS INVOLVING THE PURCHASE OR DEVELOPMENT OF PROPERTY

- S. That the Contractor manages any real, personal, or intangible property purchased or developed with federal monies in accordance with federal legal authorities.
- T. That the Contractor, if expending federal monies for construction purposes or otherwise for property development, complies with federal legal authorities relating to flood insurance, historic properties, relocation assistance for displaced persons, elimination of architectural barriers, metric conversion and environmental impacts.
- U. That the Contractor, if the contract exceeds \$100,000, complies with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the federal Energy Policy and Conservation Act, Pub. L. 94-163, 42 U.S.C. §6321 et. seq.
- V. That the Contractor, if the contract exceeds \$100,000, complies with all applicable standards, orders and requirements issued under section 306 of the Clean Air Act, 42 U.S.C. 7607, section 508 of the Clean Water Act, 33 U.S.C. 1368, Executive Order 11738, and U.S. Environmental Protection Agency regulations, 40 C.F.R. Part15 and that if the Contractor enters into a subcontract that exceeds \$100,000 these requirements are in that contract.

Contractor Name

By:

Signature of Authorized Certifying Official

Date

Typed/Printed Name

as

Title

Address

Federal I.D. Number

Email

Phone Number

**SOURCES OF INFORMATION
ON THE PRIVACY, TRANSACTIONS AND SECURITY REQUIREMENTS
PERTAINING TO HEALTH CARE INFORMATION OF THE FEDERAL HEALTH INSURANCE
PORTABILITY AND ACCOUNTABILITY ACT (HIPAA) AND THE FEDERAL HEALTH
INFORMATION TECHNOLOGY FOR ECONOMIC AND CLINICAL HEALTH ACT (HITECH),
ENACTED AS PART OF THE AMERICAN RECOVERY AND REINVESTMENT ACT OF 2009**

The following are sources of information concerning the applicability of and implementation of the privacy, transactions and security requirements of HIPAA and HITECH. The Department Of Public Health & Human Services requires that contractors generating, maintaining, and using health care information in relation to recipients of State administered and funded services be compliant with the requirements of HIPAA and HITECH as applicable under the federal legal authorities and the status of the Department as a health care plan.

There can be difficulty in interpreting the applicability of the HIPAA and HITECH requirements to an entity and various circumstances. It is advisable to retain knowledgeable experts to advise concerning determinations of applicability and appropriate compliance.

Websites specified here may be changed without notice by those parties maintaining them.

FEDERAL RESOURCES

The following are official federal resources in relation to HIPAA and HITECH requirements. These are public sites. Implementation of the additional requirements under HITECH, due to the more recent date of enactment, is occurring on an ongoing basis.

- 1) U.S. Department Of Health & Human Services / Office Of Civil Rights www.hhs.gov/ocr/hipaa

The federal Department Of Health & Human Services / Office Of Civil Rights (OCR) provides information pertaining to privacy and security requirements under HIPAA and HITECH including the adopted regulations and various official interpretative materials. This site includes an inquiry service. OCR is responsible for the implementation of the privacy and security aspects of HIPAA/HITECH and serves as both the official interpreter for and enforcer of the privacy requirements.

- 2) U.S. Department Of Health & Human Services / Centers For Disease Control & Prevention
<http://www.cdc.gov/Other/privacy.html>

The federal Department Of Health & Human Services / Centers For Disease Control & Prevention (CDC) provides information pertaining to the application of privacy requirements under HIPAA to public health activities and programs.

STATE RESOURCES

The Department Website For Medicaid Provider Information provides general information for providers of services on compliance with various state and federal requirements. www.mtmedicaid.org

Further information concerning HIPAA/HITECH compliance in the delivery of services funded through the Department's various programs can be reviewed at the Department Website for DPHHS HIPAA Policies. <http://www.dphhs.mt.gov/HIPAA.aspx>

Certain departmental programs may have more detailed guidance available in relation to particular programs of services. Inquiries may be directed at a program to determine if further information is available.

PROVIDER ASSOCIATIONS

Many national and state provider associations have developed extensive resources for their memberships concerning HIPAA/HITECH requirements. Those are important resources in making determinations as to the applicability and implementation of HIPAA/HITECH.

CONSULTANT RESOURCES

There are innumerable consulting resources available nationally. The Department does not make recommendations or referrals as to such resources. It is advisable to pursue references before retaining any consulting resource. Some consulting resources may be inappropriate for certain types of entities and circumstances.

ASSURANCES - NON-CONSTRUCTION PROGRAMS

Public reporting burden for this collection of information is estimated to average 15 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions reducing this burden, to the Office of Management and Budget, Paperwork Reduction project (0348-0040), Washington, DC 20503.

PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THE OFFICE OF MANAGEMENT AND BUDGET. SEND IT TO THE ADDRESS PROVIDED BY THE SPONSORING AGENCY.

Note: Certain of these assurances may not be applicable to your project or program. If you have questions, please contact the awarding agency. Further, certain Federal awarding agencies may require applicants to certify to additional assurance. If such is the case, you will be notified.

As the duly authorized representative of the applicant, I certify that the applicant:

- Has the legal authority to apply for federal assistance, and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project costs) to ensure proper planning, management and completion of the project described in this application.
- Will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
- Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest or personal gain.
- Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
- Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§ 4728-4763) relating to prescribed standards for merit systems for programs funded under one of the nineteen statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
- Will comply with all Federal statutes relating to nondiscrimination. These include, but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§ 1681-1683 and 1685-1686), which prohibit discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§ 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. 290 dd-3 and 290 ee-3) as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. § 2601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.
- Will comply or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-66), which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
- Will comply with the provisions of the Hatch Act (5 U.S.C. §§ 1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

DISCLOSURE OF LOBBYING ACTIVITIES

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352
(See reverse for public burden disclosure)

Approved by OMB
0348-0046

1. Type of Federal Action: <input type="checkbox"/> a. contract <input type="checkbox"/> b. grant <input type="checkbox"/> c. cooperative agreement <input type="checkbox"/> d. loan <input type="checkbox"/> e. loan guarantee <input type="checkbox"/> f. loan insurance	2. Status of Federal Action: <input type="checkbox"/> a. bid/offer/application <input type="checkbox"/> b. initial award <input type="checkbox"/> c. post-award	3. Report Type: <input type="checkbox"/> a. initial filing <input type="checkbox"/> b. material change For Material Change Only: Year _____ quarter _____ Date of last report _____
4. Name and Address of Reporting Entity: <input type="checkbox"/> Prime <input type="checkbox"/> Subawardee Tier _____, if known Congressional District, if known:		5. If Reporting Entity in No. 4 is a Subawardee, Enter Name and Address of Prime: Congressional District, if known:
6. Federal Department/Agency:	7. Federal Program Name/Description: CFDA Number, if applicable: _____	
8. Federal Action Number, if known:	9. Award Amount, if known: \$ _____	
10. a. Name and Address of Lobbying Registrant (If individual, last name, first name, MI):	b. Individuals Performing Services (including address if different from No. 10a) (last name, first name, MI):	
11. Information requested through this form is authorized by Title 31 U.S.C., Section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.	Signature: _____ Print Name: _____ Title: _____ Telephone No.: _____ Date: _____	
Federal Use Only:		Authorized for Local Reproduction Standard Form LLL (Rev. 7-97)

9. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§ 276a to 276a-7), the Copeland Act (40 U.S.C. § 276c and 18 U.S.C. § 874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§ 327-333, regarding labor standards for federally assisted construction subagreements.
10. Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
11. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§ 1451 et seq.); (f) conformity of Federal actions to State (Clear Air) Implementation Plans under Section 176(c) of the Clear Air Act of 1955k, as amended (42 U.S.C. § 7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended, (P.L. 93-523); and (h) protection of endangered species under the Endangered Species Act of 1973, as amended, (P.L. 93-205).
12. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§ 1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
13. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. 469a-1 et seq.).
14. Will comply with P.L. 93-348 regarding the protection of human subjects involved in research, development and related activities supported by this award of assistance.
15. Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. 2131 et seq.) pertaining to the care, handling and treatment of warm blooded animals held for research, teaching or other activities supported by this award of assistance.
16. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§ 4801 et seq.) ~~Which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.~~
17. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act of 1984.
18. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations and policies governing this program.

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL	TITLE
APPLICANT ORGANIZATION	DATE SUBMITTED

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawarded or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to Title 31 U.S.C., Section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, state and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include, but are not limited to, subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in Item 4 checks Subawardee, then enter the full name, address, city, state and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award of loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (Item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in Item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number, the contract, grant or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., RFP-DE-90-001".
9. For a covered Federal action, where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in Item 4 or 5.
10. (a) Enter the full name, address, city, state and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in Item 4 to influence the covered Federal action.
(b) Enter the full names of the individual(s) performing services and include full address if different from 10(a). Enter Last Name, First Name and Middle Initial (MI).
11. The certifying official shall sign and date the form, print his/her name, title and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB Control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503.

ATTACHMENT A

PCMH CARE DELIVERY REQUIREMENTS

Attachment A: Montana Medicaid Patient-Centered Medical Home (PCMH) Care Delivery Requirements

1. Care Management

- a. The Contractors will use a two-step risk stratification process for all empaneled patients, addressing medical need, behavioral diagnoses, and health-related social needs:
 - i. Use the department provided risk stratification score based on defined diagnoses, claims, or other electronic data allowing population-level stratification; and
 - ii. Add the care team's perception of risk to adjust the risk stratification of patients, as needed.
- b. The Contractors will identify these patients in two ways. After empaneling all their patients to practitioners or care teams, identify the high-risk patients most likely to benefit from longitudinal, relationship-based care management, and they will identify event triggers (e.g., hospitalization, ED visit, new diagnosis) for short term, episodic care management for patients regardless of risk status.
- c. Based on their risk-stratification process, PCMH Practices will provide both longitudinal, relationship-based care management and short-term, goal-directed care management as appropriate for those identified patients.
 - i. The Contractors will build capabilities in behavioral health, self-management support, and medication management to better meet the needs of these patients.
 - ii. The Contractors will ensure patients with ER visits receive a follow-up interaction within one week of discharge. The Practices will contact at least 75% of patients who were hospitalized within 2 business days. Examples of interactions and contacts include the following: message through secure email, message through secure text, or phone call.

2. Access and Continuity

- a. Effective primary care must be informed by the critical and specific information contained in the patient's electronic health record (EHR). Multiple points of access to primary care increase the likelihood that the patient will get the care he or she needs when it is needed, potentially avoiding costly urgent and emergent care. Tactics that increase access to care may increase continuity in relationship; the opposite is also true.
- b. The Contractors will ensure 24/7 access to care by care team (or covering care team) with real-time access to the electronic medical record. The Contractors will empanel (or assign) at least 95% of active patients to a

practitioner or care team so that every patient can build a therapeutic relationship, and the practitioner and care team understands their patient population.

- c. The Contractors will organize care by practice-identified care teams responsible for a specific, identifiable panel of patients. Practices' care teams must manage patients with complex needs to assure access to care and continuity of the relationship.
- d. The Contractors will measure continuity of care for empaneled patients by practitioners and/or care teams in the practice.

3. Planned Care for Population Health

- a. The Contractors are organized to use data to manage the population of patients served by the practice and deliver the most appropriate care. Using team-based care, the practice will proactively offer timely and appropriate preventive care and reliable, evidence-based management of chronic conditions. Monthly risk-stratified member attribution lists shared with practices by the Department should be used by the practice to assist in identifying high-needs patients and priorities for care management.
- b. The Contractors will use Medicaid utilization data and electronic clinical quality measures at both practice and panel levels to inform strategies for quality improvement and analyze and identify gaps in care.
- c. Through this approach, The Contractors will develop an understanding of their patient population and develop the capability to measure and act on the quality of care at both the practice and panel level. The Contractors will also understand and address health disparities in their population.

4. Patient and Family Caregiver Engagement

- a. The Contractors will engage patients and families in the design and improvement of care, using Patient and Family/Caregiver Advisory Councils and other strategies to elicit the voice of the patient and integrate the patient into efforts to improve care. To increase patient engagement, practices will engage patients in goal setting and shared decision-making, using decision aids and specific techniques (e.g., motivational interviewing) to support patients in at least 3 high-risk conditions. The Contractors will convene a PFAC at least three times in 2018.

5. Comprehensiveness and Coordination

- a. The Contractors are asked to play an indispensable role in helping patients and families navigate and coordinate care and services.
- b. The "medical neighborhood" is the totality of provider facilities and other health care services in an area, and primary care can be seen as the hub

of the medical neighborhood. But patients' needs extend well beyond medical services, and unmet social needs can be detrimental to health. To be effective in improving the care of patients with complex needs, The Contractors need to provide comprehensive primary care services.

- c. "Comprehensiveness" in the primary care setting refers to the availability of a wide range of services in primary care, as well as care for the depth and breadth of the health needs in the population of a primary care practice. Higher levels of comprehensive care are associated with lower overall utilization and costs, as well as better health outcomes. For some aspects of care, the primary care practices can best achieve that of care comprehensiveness by building additional practice capabilities internally. However, other care or services are best obtained outside of the practice, with coordination or even co-management.
- d. The Contractors will understand where in the medical neighborhood their patients receive care and will organize the practice to facilitate coordination of that care.
- e. The Contractors will address the opportunities available in improving the transitions of care by working more closely with hospitals and emergency departments, as well as with at least one high volume specialty service provider.
- f. Enact collaborative care agreements with at least two groups of specialists identified based on analysis of payer reports.
- g. The Contractors are encouraged to provide referrals to identified community/social services as needed and track follow-up to those referrals. Patients, especially those with complex medical needs, may benefit from practices' capability to identify health-related issues that are precipitated by previously unmet social needs.
- h. The Contractors will provide care management for behavioral health conditions. If there is not a behavioral health consultant on staff, the available behavioral health care management must be provided as follows. Patients with a behavioral health diagnosis should be offered proactive, relationship-based care management with specific attention to care management of the behavioral health condition (e.g., Major Depressive Disorder/Dysthymia, Generalized Anxiety Disorder, and Panic Disorder). The practice should determine a method to identify patients to target for care management; develop evidence-based treatments incorporating principles of shared decision-making and self-management support; develop a workflow for screening and enrollment in behavioral health care management; and identify a care team member to provide the care management for the member's comprehensive health.

ATTACHMENT B

**ANNUAL CERTIFICATION FOR DEPARTMENT OF PUBLIC HEALTH & HUMAN
SERVICES OF THE CONTRACTOR'S COMPLIANCE WITH CERTAIN STATE AND
FEDERAL REQUIREMENTS**

ANNUAL CERTIFICATION FOR DEPARTMENT OF PUBLIC HEALTH & HUMAN SERVICES OF THE CONTRACTOR'S COMPLIANCE WITH CERTAIN STATE AND FEDERAL REQUIREMENTS

This annual certification form is standardized for general use by the Department Of Public Health And Human Services (Department) in contracting relationships. Not all of these assurances may be pertinent to the Contractor's circumstances. The Contractor in signing this form is certifying compliance only with those requirements that are legally or contractually applicable to the circumstances of the contractual relationship of the Contractor with the Department.

These assurances are in addition to those stated in the federal OMB 424B (Rev. 7-97) form, known as "ASSURANCES - NON-CONSTRUCTION PROGRAMS", issued by the federal Office of Management of the Budget (OMB). Standard Form 424B is an assurances form that must be signed by the Contractor if the Contractor is to be in receipt of federal monies.

There may be program specific assurances, not appearing either in this form or in the OMB Standard Form 424B, for which the Contractor may have to provide additional certification.

This form and OMB Standard Form 424B are to be provided with original signatures to the Department's contract liaison. The completed forms are maintained by the Department in the pertinent procurement and contract files.

Further explanation of several of the requirements certified through this form may be found in the text of related contract provisions and in the Department's policies pertaining to procurement and contractual terms. In addition, detailed explanations of federal requirements may be obtained through the Internet at sites for the federal departments and programs and for the Office for Management of the Budget (OMB) and the General Services Administration (GSA).

ASSURANCES

The **Contractor**, Community Health Care Center -Great Falls, for the purpose of contracting with the Montana Department of Public Health & Human Services, by its signature on this document certifies to the Department its compliance, as may be applicable to it, with the following requirements.

The Contractor assures the Department:

GENERAL COMPLIANCE REQUIREMENTS

- A. That the Contractor does not engage in conflicts of interest in violation of any state or federal legal authorities, any price fixing or any other anticompetitive activities that violate the federal antitrust Sherman Act, 15 U.S.C. §§1 – 7, Anti-Kickback Act, 41 U.S.C. §§ 51-58, and other federal legal authorities. And that the Contractor does not act in violation of 18-4-141, MCA or other legal authorities by colluding with other contractors for the purpose of gaining unfair advantages for it or other contractors or for the purpose of providing the services at a noncompetitive price or otherwise in a noncompetitive manner. (reference Contract Section titled "Antitrust Violations")

- B. That the Contractor does not act in violation of the federal False Claims Act at 31 U.S.C. §§ 3729–3733 (the “Lincoln Law”) or of the Montana False Claims Act, at Title 17, chapter 8, part 4, MCA. And that the Contractor and its employees, agents and subcontractors act to comply with requirements of the federal False Claims Act by reporting any credible evidence that a principal, employee, agent, contractor, subgrantee, subcontractor, or other person has submitted a false claim to the federal government. (reference Contract Section titled “Reporting Of False Claims, Fraud, And Other Criminal Matters”)
- C. That the Contractor is solely responsible for and must meet all labor, tax, and other legal authorities requirements pertaining to its employment and contracting activities, inclusive of insurance premiums, tax deductions, unemployment and other tax withholding, overtime wages and other employment obligations that may be legally required with respect to it. (reference Contract Section titled “Compliance With Business, Tax, Labor, And Other Legal authorities”)
- D. That the Contractor maintains necessary and appropriate workers compensation insurance coverage. (reference Contract Section titled “Compliance With Business, Tax, Labor, And Other Legal authorities”)
- E. That the Contractor is an independent contractor and possesses, unless by law not subject to or exempted from the requirement, a current independent contractor certification issued by the Montana Department Of Labor And Industry in accordance with 39-71-417 through 39-71-419, MCA. (reference Contract Section titled “Compliance With Business, Tax, Labor, And Other Legal authorities”)
- F. That the Contractor’s subcontractors and agents are in conformance with the requirements of Sections B, C, and D of this Certification.
- G. That the Contractor, any employee of the Contractor, or any subcontractor in the performance of the duties and responsibilities of the proposed contract: 1) are not currently suspended, debarred, or otherwise prohibited in accordance with 2 CFR Part 180, OMB Guidelines To Agencies On Government wide Debarment and Suspension (nonprocurement) from entering into a federally funded contract or participating in the performance of a federally funded contract; and 2) are not currently removed or suspended in accordance with 18-4-241, MCA from entering into contracts with the State Of Montana. (reference Contract Section titled “Federal Requirements”)
- H. That the Contractor is in compliance with those provisions of the privacy, security, electronic transmission, coding and other requirements of the federal Health Insurance Portability And Accountability Act of 1996 (HIPAA) and the federal Health Information Technology For Economic And Clinical Health (HITECH), a part of the American Recovery And Reinvestment Act Of 2009, and the implementing federal regulations for both acts that are applicable to contractual performance if the Contractor is either a Covered Entity or a Business Associate as defined for purposes of those acts. (reference Contract Sections titled “Confidentiality Of Personal Information And Compliance With The Federal HIPAA And HITECH Privacy And Security Requirements” and “Business Associate Obligations”)
- I. That, as required by legal authorities or contract, the Contractor maintains smoke and tobacco free public and work sites. And if the contract performance is related to the delivery of a human service, the Contractor does not perform any work involved in the production, processing, distribution, promotion, sale, or use of tobacco products or the promotion of tobacco companies; or 3) accept revenues from the tobacco industry or subsidiaries of the tobacco industry if the acceptance results in the appearance that tobacco use is desirable or acceptable or in the

appearance that the contractor endorses a tobacco product or the gifting tobacco related entity. (reference Contract Section titled "Tobacco-free Workplace And Other Restrictions")

COMPLIANCE REQUIREMENTS FOR FEDERALLY FUNDED CONTRACTS

- J. That the Contractor, in conformance with the Pro-Children Act of 1994 (20 U.S.C. §6081 *et seq.*), prohibits smoking at any site of federally funded activities that serve youth under the age of 18. This federal prohibition is not applicable to a site where the only federal funding for services is through Medicaid monies or the federally funded activity at the site is inpatient drug or alcohol treatment.
- K. That the Contractor does not expend federal monies in violation of federal legal authorities prohibiting expenditure of federal funds on lobbying the United States Congress or state legislative bodies or for any effort to persuade the public to support or oppose legislation. (reference Contract Section titled "Federal Requirements")
- L. That the Contractor maintains in compliance with the Drug-Free Workplace Act of 1988, 41 U.S.C. 701, *et seq.*, drug free environments at its work sites, providing required notices, undertaking affirmative reporting, and other requirements, as required by federal legal authorities.
- M. That the Contractor is not delinquent in the repayment of any debt owed to a federal entity.
- N. That the Contractor, if expending federal monies for research purposes, complies with federal legal authorities relating to use of human subjects, animal welfare, biosafety, misconduct in science and metric conversion.
- O. That the Contractor, if receiving aggregate payments of medicaid monies totaling \$5,000,000 or more annually, has established in compliance with 1902(a)(68) of the Social Security Act, 42 U.S.C. 1396a(a)(68), written policies with educational information about the federal False Claims Act at 31 U.S.C. §§ 3729–3733 (the "Lincoln Law") and presents that information to all employees. (reference Contract Section titled "Reporting Of False Claims, Fraud, And Other Criminal Matters")
- P. That the Contractor is in compliance with the executive compensation reporting requirement of the Federal Funding Accountability And Transparency Act (FFATA or Transparency Act), P.L. 109-282, as amended by Section 6202(a), P.L. 110-252-1, either in that the Contractor does not meet the criteria necessitating the submittal of a report by an entity or in that, if the Contractor meets the criteria mandating reporting, the Contractor produces the information in a publicly available report to the Securities And Exchange Commission (SEC) or to the Internal Revenue Service and provides the report in a timely manner to the Department or produces a separate report with the information and submits that report to the in a timely manner to the Department. (reference Contract Section titled "Federal Requirements")
- Q. That the Contractor, if a contractor for the delivery of medicaid funded services, is in compliance with the requirements of 42 C.F.R. §§ 455.104, 455.105, and 455.106 concerning disclosures of ownership and control, business transactions, and persons with criminal convictions. (reference Contract Section titled "Federal Requirements").
- R. That the Contractor, if providing federally funded health care services, is not as an entity currently federally debarred from receiving reimbursement for the provision of federally funded health care services and furthermore does not currently have any employees or agents who are federally

debarred from the receiving reimbursement for the provision of federally funded health care services. (reference Contract Section titled "Federal Requirements")

COMPLIANCE REQUIREMENTS FOR FEDERALLY FUNDED CONTRACTS INVOLVING THE PURCHASE OR DEVELOPMENT OF PROPERTY

- S. That the Contractor manages any real, personal, or intangible property purchased or developed with federal monies in accordance with federal legal authorities.
- T. That the Contractor, if expending federal monies for construction purposes or otherwise for property development, complies with federal legal authorities relating to flood insurance, historic properties, relocation assistance for displaced persons, elimination of architectural barriers, metric conversion and environmental impacts.
- U. That the Contractor, if the contract exceeds \$100,000, complies with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the federal Energy Policy and Conservation Act, Pub. L. 94-163, 42 U.S.C. §6321 et. seq.
- V. That the Contractor, if the contract exceeds \$100,000, complies with all applicable standards, orders and requirements issued under section 306 of the Clean Air Act, 42 U.S.C. 7607, section 508 of the Clean Water Act, 33 U.S.C. 1368, Executive Order 11738, and U.S. Environmental Protection Agency regulations, 40 C.F.R. Part15 and that if the Contractor enters into a subcontract that exceeds \$100,000 these requirements are in that contract.

Contractor Name

By:

Signature of Authorized Certifying Official

Date

Typed/Printed Name

as

Title

Address

Federal I.D. Number

Email

Phone Number

ATTACHMENT C
SOURCES OF INFORMATION (HIPAA, HITECH)

**SOURCES OF INFORMATION
ON THE PRIVACY, TRANSACTIONS AND SECURITY REQUIREMENTS
PERTAINING TO HEALTH CARE INFORMATION OF THE FEDERAL HEALTH INSURANCE
PORTABILITY AND ACCOUNTABILITY ACT (HIPAA) AND THE FEDERAL HEALTH
INFORMATION TECHNOLOGY FOR ECONOMIC AND CLINICAL HEALTH ACT (HITECH),
ENACTED AS PART OF THE AMERICAN RECOVERY AND REINVESTMENT ACT OF 2009**

The following are sources of information concerning the applicability of and implementation of the privacy, transactions and security requirements of HIPAA and HITECH. The Department Of Public Health & Human Services requires that contractors generating, maintaining, and using health care information in relation to recipients of State administered and funded services be compliant with the requirements of HIPAA and HITECH as applicable under the federal legal authorities and the status of the Department as a health care plan.

There can be difficulty in interpreting the applicability of the HIPAA and HITECH requirements to an entity and various circumstances. It is advisable to retain knowledgeable experts to advise concerning determinations of applicability and appropriate compliance.

Websites specified here may be changed without notice by those parties maintaining them.

FEDERAL RESOURCES

The following are official federal resources in relation to HIPAA and HITECH requirements. These are public sites. Implementation of the additional requirements under HITECH, due to the more recent date of enactment, is occurring on an ongoing basis.

- 1) U.S. Department Of Health & Human Services / Office Of Civil Rights www.hhs.gov/ocr/hipaa

The federal Department Of Health & Human Services / Office Of Civil Rights (OCR) provides information pertaining to privacy and security requirements under HIPAA and HITECH including the adopted regulations and various official interpretative materials. This site includes an inquiry service. OCR is responsible for the implementation of the privacy and security aspects of HIPAA/HITECH and serves as both the official interpreter for and enforcer of the privacy requirements.

- 2) U.S. Department Of Health & Human Services / Centers For Disease Control & Prevention
<http://www.cdc.gov/Other/privacy.html>

The federal Department Of Health & Human Services / Centers For Disease Control & Prevention (CDC) provides information pertaining to the application of privacy requirements under HIPAA to public health activities and programs.

STATE RESOURCES

The Department Website For Medicaid Provider Information provides general information for providers of services on compliance with various state and federal requirements. www.mtmedicaid.org

Further information concerning HIPAA/HITECH compliance in the delivery of services funded through the Department's various programs can be reviewed at the Department Website for DPHHS HIPAA Policies. <http://www.dphhs.mt.gov/HIPAA.aspx>

Certain departmental programs may have more detailed guidance available in relation to particular programs of services. Inquiries may be directed at a program to determine if further information is available.

PROVIDER ASSOCIATIONS

Many national and state provider associations have developed extensive resources for their memberships concerning HIPAA/HITECH requirements. Those are important resources in making determinations as to the applicability and implementation of HIPAA/HITECH.

CONSULTANT RESOURCES

There are innumerable consulting resources available nationally. The Department does not make recommendations or referrals as to such resources. It is advisable to pursue references before retaining any consulting resource. Some consulting resources may be inappropriate for certain types of entities and circumstances.

ATTACHMENT D

ASSURANCES NON-CONSTRUCTION PROGRAMS

ASSURANCES - NON-CONSTRUCTION PROGRAMS

Public reporting burden for this collection of information is estimated to average 15 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions reducing this burden, to the Office of Management and Budget, Paperwork Reduction project (0348-0040), Washington, DC 20503.

PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THE OFFICE OF MANAGEMENT AND BUDGET. SEND IT TO THE ADDRESS PROVIDED BY THE SPONSORING AGENCY.

Note: Certain of these assurances may not be applicable to your project or program. If you have questions, please contact the awarding agency. Further, certain Federal awarding agencies may require applicants to certify to additional assurance. If such is the case, you will be notified.

As the duly authorized representative of the applicant, I certify that the applicant:

- Has the legal authority to apply for federal assistance, and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project costs) to ensure proper planning, management and completion of the project described in this application.
- Will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
- Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest or personal gain.
- Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
- Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§ 4728-4763) relating to prescribed standards for merit systems for programs funded under one of the nineteen statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
- Will comply with all Federal statutes relating to nondiscrimination. These include, but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§ 1681-1683 and 1685-1686), which prohibit discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§ 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. 290 dd-3 and 290 ee-3) as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. § 2601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.
- Will comply or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-66), which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
- Will comply with the provisions of the Hatch Act (5 U.S.C. §§ 1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

9. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§ 276a to 276a-7), the Copeland Act (40 U.S.C. § 276c and 18 U.S.C. § 874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§ 327-333, regarding labor standards for federally assisted construction subagreements).

10. Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.

11. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approval State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§ 1451 et seq.); (f) conformity of Federal actions to State (Clear Air) Implementation Plans under Section 176(c) of the Clear Air Act of 1955k, as amended (42 U.S.C. § 7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended, (P.L. 93-523); and (h) protection of endangered species under the Endangered Species Act of 1973, as amended, (P.L. 93-205).

12. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§ 1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.

13. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. 469a-1 et seq.).

14. Will comply with P.L. 93-348 regarding the protection of human subjects involved in research, development and related activities supported by this award of assistance.

15. Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. 2131 et seq.) pertaining to the care, handling and treatment of warm blooded animals held for research, teaching or other activities supported by this award of assistance.

16. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§ 4801 et seq.) ~~Which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.~~

17. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act of 1984.

18. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations and policies governing this program.

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL	TITLE
APPLICANT ORGANIZATION	DATE SUBMITTED

ATTACHMENT E

STANDARD FORM LLL – DISCLOSURE OF LOBBYING ACTIVITIES

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawarded or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to Title 31 U.S.C., Section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, state and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include, but are not limited to, subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in Item 4 checks Subawardee, then enter the full name, address, city, state and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award of loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (Item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in Item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number, the contract, grant or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., RFP-DE-90-001".
9. For a covered Federal action, where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in Item 4 or 5.
10. (a) Enter the full name, address, city, state and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in Item 4 to influence the covered Federal action.
(b) Enter the full names of the individual(s) performing services and include full address if different from 10(a). Enter Last Name, First Name and Middle Initial (MI).
11. The certifying official shall sign and date the form, print his/her name, title and telephone number.

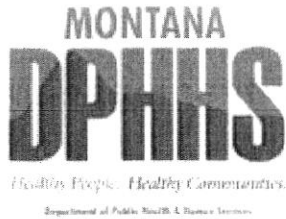
According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB Control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503.

DISCLOSURE OF LOBBYING ACTIVITIES

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352
(See reverse for public burden disclosure)

Approved by OMB
0348-0046

1. Type of Federal Action: <input type="checkbox"/> a. contract <input type="checkbox"/> b. grant <input type="checkbox"/> c. cooperative agreement <input type="checkbox"/> d. loan <input type="checkbox"/> e. loan guarantee <input type="checkbox"/> f. loan insurance	2. Status of Federal Action: <input type="checkbox"/> a. bid/offer/application <input type="checkbox"/> b. initial award <input type="checkbox"/> c. post-award	3. Report Type: <input type="checkbox"/> a. initial filing <input type="checkbox"/> b. material change For Material Change Only: Year _____ quarter _____ Date of last report _____
4. Name and Address of Reporting Entity: <input type="checkbox"/> Prime <input type="checkbox"/> Subawardee Tier _____, if known Congressional District, if known:	5. If Reporting Entity in No. 4 is a Subawardee, Enter Name and Address of Prime: Congressional District, if known:	
6. Federal Department/Agency:	7. Federal Program Name/Description: CFDA Number, if applicable: _____	
8. Federal Action Number, if known:	9. Award Amount, if known: \$ _____	
10. a. Name and Address of Lobbying Registrant (If individual, last name, first name, MI):	b. Individuals Performing Services (including address if different from No. 10a) (last name, first name, MI):	
11. Information requested through this form is authorized by Title 31 U.S.C., Section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.	Signature: _____ Print Name: _____ Title: _____ Telephone No.: _____ Date: _____	
Federal Use Only:		Authorized for Local Reproduction Standard Form LLL (Rev. 7-97)



Primary Care Case Management Program Enrollment for Passport to Health and Team Care

Section 1. Legal Authority

Enrollment in Passport to Health (the program) under this addendum shall be part of the provider's Montana Healthcare Programs' enrollment for purposes of governing the provider's participation in the program. However, this addendum shall not in any way reduce or modify the provider's Montana Healthcare Programs' enrollment with respect to participation or provision of services under Montana Health Care Programs. The provider(s) hereby agrees to comply with all applicable laws, rules and written policies including but not limited to Title XIX of the Social Security Act, the Code of Federal Regulations (CFR), Montana Codes Annotated (MCA), Administrative Rules of Montana (ARM), written Department of Public Health and Human Services (Department) policies, policies contained in provider manuals, and the terms of this document.

Section 2. General Statement of Purpose and Program Goals

The purpose of this addendum is to obtain Primary Care Case Management (PCCM) services for designated members enrolled in Montana Health Care Programs from the contracting provider to deliver, coordinate, and make referrals to other Montana Health Care Programs providers as necessary. The goal of the Passport to Health program is to assure access to primary care, establish a "medical home" for the member, improve continuity of care, encourage preventive health care, promote Early and Periodic Screening Diagnosis and Treatment (EPSDT), as well as decrease or reduce non-emergent care in the emergency department or inappropriate use of medical services and medications.

Team Care, a sub-program of Passport to Health, is a utilization control program for a smaller number of members who demonstrate the need for additional case management measures. Team Care is designed to educate members how to effectively use the Montana Health Care Program system. All Passport providers are also Team Care providers. Members appropriate for Team Care can be identified through Drug Utilization Review (DUR), claims data, fraud and abuse referrals, or referrals from a Montana Medicaid provider. Team Care members are managed by a team consisting of the Passport Primary Care Provider (PCP), one pharmacy (all prescriptions for Team Care members must be written to the assigned pharmacy), the nurse advice line, and Montana Medicaid.

The nurse advice line is a nurse triage line provided by the Department, available to all Montana Health Care Program members. The line is available twenty-four hours a day, seven days a week and is free to members. Callers can be triaged by a registered nurse for illness or injury, ask general health questions and receive information about medications or treatments. If a Passport member calls the nurse advice line, and is triaged for illness or injury, a triage report is faxed to the member's Passport provider (to the fax number provided in this agreement). Passport providers are encouraged to inform members about the benefits of using the nurse advice line, especially if unsure whether they need to seek medical care. The toll-free number for the nurse advice line is 1-800-330-7847.

A PCP may be an individual physician or mid-level provider (General Practice, Family Practice, Internal Medicine, Pediatrics, Geriatrics, Clinical Nurse Specialist, Nurse Practitioner, or Physician Assistant), a Federally Qualified Health Care Center (FQHC), a Rural Health Clinic (RHC), or Indian Health Services (IHS).

Term: This agreement shall become effective upon signature of the provider or facility and shall remain in effect until otherwise amended or terminated pursuant to the terms of this agreement.

Section 3. Requirements to Provide Primary Care Case Management Services (General Terms and Conditions)

1. Must enroll or be enrolled as a Montana Medicaid provider.
2. Must comply with all applicable Federal and State laws and regulations.
3. Must agree to practice the provisions in, and sign the agreement for participation as a PCP in the program, which includes policy, information, and meeting the general requirements outlined in the *Montana Medicaid Passport to Health Provider Manual*.
4. Must accept members, including voluntary and auto-assignments, in the order in which they are enrolled.
5. Must develop an ongoing relationship with Passport members for the purpose of providing continuity of care.
6. Must provide primary and preventive care, health maintenance, treatment of illness and injury, and coordination of members' access to medically necessary care, by providing referrals and follow-up.
7. Must provide preventive services including, well child checkups, EPSDT services, lead screenings, annual wellness visits and immunizations to members on the PCP's caseload unless the member has moved.
8. Must educate members about the appropriate use of office visits, urgent care clinics, and the emergency department (ED).
9. Must not discriminate on the basis of health status or need for health care services.
10. Must not discriminate against members enrolled on the basis of race, color, or national origin, and will not use any policy or practice that has the effect of discriminating on the basis of race, color, national origin, sex, sexual orientation, gender identity, or disability.
11. Must provide for arrangements with, or referrals to, physicians and other practitioners to ensure that services can be furnished to members promptly and without compromising quality of care.
12. Must maintain a patient medical record for each Passport member and provide appropriate HIPAA compliant exchange of information among providers. Upon a members written request, providers must transfer the members medical records to the members new PCP.
13. Must maintain a written record of all referrals given and received for every Passport member assigned to the PCP.
14. Must provide or arrange for suitable coverage for needed services, consultation, and approval of referrals promptly during normal business hours including 24-hour availability of information, referral, and treatment for emergency medical conditions. This includes coverage during vacations, illnesses and all other absences.
15. Must not distribute any marketing material for the purpose of enrollment without first obtaining approval from the Department.
16. Must not, directly or indirectly, engage in door-to-door, telephone, e-mail, texting, or other cold-call marketing activities.
17. Must not conduct direct or indirect marketing activities specifically intended to influence members to enroll with the PCP or disenroll from another PCP.
18. Must make available reasonable appointment availability based on routine, preventive, urgent, or emergent care needs.
19. Must respond to requests from the Department for verification that specific services paid were authorized by the PCP.
20. Refer members to the Team Care program whose utilization of services is excessive or inappropriate with respect to medical need.
21. Offer interpreter services for all members with limited English proficiency. Interpreter services are covered by Medicaid. For forms and information contact Montana Health Care Programs at (406) 444-4540.

22. Must notify the Department and/or the Department's Fiscal Agent, in writing of any changes in practice (i.e. no longer providing PCP services, change location).

Section 4. Enrollment, Disenrollment and Reenrollment of Members

1. Enrollment in the Passport to Health program is as follows:
 - a. Montana Medicaid members eligible (see the *Montana Medicaid Passport to Health Provider Manual* for a list of ineligible groups) for the program are sent information explaining the program and encouraging them to choose a Passport provider. The letter includes a list of possible PCP's. The list is generated to suggest the best possible provider for the member.
 - b. If the member fails to choose a Passport provider, the Department will assign a provider. The assignment is based on previous Passport enrollment, claims history, family Passport enrollment, tribal affiliation, and providers with open slots on their caseload within close proximity to the member's home.
 - c. A member who loses Montana Medicaid eligibility for two months or less will be automatically re-enrolled to the last provider chosen or assigned.
2. Members may request a change in PCP without cause in writing, with the Medicaid Member Help Line or at <http://mtpassport.com> once a month. In most cases, the change will not be effective until the following month.
3. The PCP may disenroll a member by providing 30 days written notice to the member and to the Department. The PCP is required to provide the member with services or referrals for 30 days post disenrollment, to ensure access to continuous care. A PCP may not disenroll a member due to a change in the member's health status or utilization of medical services, diminished mental capacity or uncooperative behavior resulting from special needs, except when such behavior disrupts or seriously impairs the ability to furnish services to the member or other members, or for failure to pay co-pays or other bills. A PCP may disenroll a member for any of the following reasons:
 - a. the provider/member relationship is mutually unacceptable;
 - b. the member has not established care, after outreach attempts have been made by the provider;
 - c. the member is seeking primary care elsewhere;
 - d. the member fails to follow prescribed treatment;
 - e. the member is physically/verbally abusive or uncooperative;
 - f. the member could be better treated by a different type of provider, and a referral process is not feasible; or
 - g. the member consistently fails to show up for appointments.

Section 5. Passport Enrollee Lists

A monthly Passport list will be mailed to each Passport provider (to the address provided this agreement) by the first day of each month. A Team Care list will accompany the Passport list if applicable. The Team Care list will include the name of the member's pharmacy to which all prescription must be written.

Section 6. Provider Clinic Requirements

Providers of health care services that are either created by, or acquired by, a main provider for the purpose of furnishing health care services of a different type from those of the main provider under the ownership and administrative and financial control of the main provider are required to participate in the Passport and Team Care programs. Further, they must:

1. accept auto-assignment;
2. not limit or restrict Montana Health Care Programs members unless the same limits or restrictions apply to non-Medicaid members;

3. accept new Montana Health Care Program members at the same rates as non-Medicaid members are accepted; and
4. only disenroll members from his or her caseload per this agreement and subject to the approval by the Department.

Section 7. Written Materials and Oral Interpretation Services

1. The PCP will make available all written information regarding the practice in easily understood language and format as well as in the prevalent non-English languages spoken in the practices service area.
2. The PCP will provide oral interpretation services for any language at no cost to the member. Interpreter services are covered by Medicaid. For forms and information contact the Montana Health Care Program at (406) 444-4540.

Section 8. Provider Fees and Payments

1. In addition to fee-for-service reimbursement, Passport providers receive a per member, per month (PMPM) fee to provide a medical home for the Passport members assigned to their caseload. The PMPM fee is paid whether or not the provider sees the member that month. The PMPM fee is paid with the expectation that the items listed in this agreement are completed as needed for member's coordination of care.
2. Passport providers receive \$3 PMPM for individuals determined categorically eligible for Aged, Blind, Disabled and Medically Frail Medicaid and \$1 PMPM for all other members eligible for Passport.
3. The PMPM fee is generated by the Department and is paid to the providers under the Passport number. The Passport provider does not need to bill the Department for these services.

Section 9. Inspection and Audit of Records and Access to Facilities

The Department, CMS, the Office of the Inspector General, the Comptroller General, and their designees may, at any time, inspect and audit any records or documents of the PCP, or its subcontractors, and may, at any time, inspect the premises, physical facilities, and equipment where Medicaid-related activities or work is conducted. The right to audit under this section exists for 10 years from the final date of the agreement period or from the date of completion of any audit, whichever is later.

Section 10. Prohibitions

PCP's are prohibited from knowingly having a relationship with an individual who is debarred, suspended, or otherwise excluded from participating in procurement activities under the Federal Acquisition Regulation or from participating in non-procurement activities under regulations issued under Executive Order No. 12549 or under guidelines implementing Executive Order No. 12549, or an individual or entity who is an affiliate of a person described above.

The relationships described in this section include:

1. a director, officer, or partner of a PCP;
2. a subcontractor of the PCP;
3. a person with beneficial ownership of five percent or more of the PCP's equity; or
4. a network provider or person with an employment, consulting or other arrangement with the PCP for the provision of items and services that is significant and material to the PCP's obligations under its contract with the Department.

If the Department finds that a PCP is not in compliance with the above:

1. the Department must notify the Secretary of the noncompliance;

2. may continue an existing agreement with the PCP unless the Secretary directs otherwise;
3. may not renew or otherwise extend the duration of an existing agreement with the PCP unless the Secretary provides to the State and to Congress a written statement describing compelling reasons that exist for renewing or extending the agreement.

Section 11. Sanctions

Pursuant to 42 CFR 438.700 and other authority, the Department may impose sanctions if it determines a PCP acts or fails to act as follows:

1. Fails substantially to provide medically necessary services that the PCP is required to provide, under law or under its agreement with the Department, to a member covered under the agreement.
2. Acts to discriminate among members on the basis of their health status or need for health care services. This includes termination of enrollment or refusal to re-enroll a member, except as permitted under the program, or any practice that would reasonably be expected to discourage enrollment by members whose medical condition or history indicates probable need for substantial future medical services.
3. Misrepresents or falsifies information that it furnishes to CMS or the Department.
4. Misrepresents or falsifies information that it furnishes to a member or other health care provider.
5. The Department determines that a PCP has distributed directly or indirectly through any agent or independent contractor, marketing materials that have not been approved by the Department or that contain false or materially misleading information.
6. A PCP has violated any of the other applicable requirements of sections 1903(m), 1932 or 1905(t)(3) of the Act, or any implementing regulations.
7. Fails to comply with applicable laws, rules and written policies, including, but not limited to, Title XIX of the Social Security Act, the Code of Federal Regulations, Montana Code Annotated, Administrative Rules of Montana, written Department of Public Health and Human Services policies, including policies contained in provider manuals, and the terms of this contract.

Pursuant to 42 CFR 438.702, for any violations of this section, the Department may impose the following sanctions:

1. Civil money penalties of the following amounts.
 - a. A maximum of \$25,000 for each determination of failure to provide medically necessary services, misrepresentation or false statements members or other health care providers, or marketing violations.
 - b. A maximum of \$100,000 for each determination of member discrimination or misrepresentation or false statement to CMS or the Department.
 - c. A maximum of \$15,000 for each member the Department determines was not enrolled because of a discriminatory practice (subject to the overall limit of \$100,000 listed above).
2. Grant members the right to terminate enrollment without cause and notify the affected members of their right to disenroll.
3. Suspend all new enrollment, including auto-assignments, after the date the Secretary or the Department notifies the PCP of a determination of a violation of any requirement under sections 1903(m) or 1932 of the Act.
4. Suspension of payment for members enrolled after the effective date of the sanction and until CMS or the Department is satisfied that the reason for imposition of the sanction no longer exists and is not likely to recur.

Before imposing any of the sanctions above, the Department must give the PCP timely written notice that explains the basis and nature of the sanction, and any other appeal rights the Department elects to provide.

Nothing in this section precludes the Department from imposing additional sanctions under state law.

Section 12. Termination

1. The Department has the authority to terminate a Passport agreement and enroll the PCP's members with another participating PCP if the Department determines the PCP has failed to:
 - a. Carry out the substantive terms of this agreement; or
 - b. Meet applicable requirements in sections 1932, 1903(m) and 1905(t) of the Act.Before terminating a Passport agreement, the Department must provide the PCP a pre-termination hearing. The Department must give the PCP written notice of its intent to terminate, the reason for termination, and the time and place of the hearing. After the hearing, the Department must give the PCP written notice of the decision affirming or reversing the proposed termination of the agreement and, for an affirming decision, the effective date of the termination.
2. In the case of voluntary termination by a PCP including termination of one provider in a group practice, the PCP must provide written notification to the Department 30 days prior to the termination date. If a provider leaves your practice, and you have a group Passport number, the provider must be unlinked from the Passport number. Written notification must be sent to Passport Provider Lead, P.O. Box 254, Helena, MT 59624.

Section 13. Attachments

The following attachments must be completed and submitted with this agreement to indicate the enrolling PCP understands the terms and conditions that regulate the Passport to Health Program:

1. Attachment A- Passport Provider Enrollment Information
2. Attachment B- Passport Provider Caseload Management Information

I agree to comply with the participation requirements of the Passport to Health program, as cited in this agreement. I certify that all information provided in this agreement is true, accurate, and complete.

Primary Care Provider Signature

Date

Form Completed by:

Title

Date

Return forms to:

Passport to Health
PO Box 254
Helena, MT 59624

Fax: (406) 442-2328

Attachment A

Passport Provider Enrollment Information

Solo Passport Provider: A solo Passport provider will be enrolled in the program as an individual provider with one Passport number. The solo provider will be listed as the member's Passport provider and will be responsible for managing his or her individual caseload. PMPM fees will be paid to the individual provider under the solo provider's Passport number, separate from fee-for-service reimbursement.

Individual Provider NPI:

Tax Id:

Group Passport Provider: A group Passport provider will be enrolled in the program as having one or more Medicaid providers practicing under one Passport number. The group name will be listed as the member's Passport provider. The participating providers will sign the group signature page and be responsible for managing the groups caseload. PMPM fees will be paid under the group's Passport number, separate from fee-for-service reimbursement.

Group/Clinic Provider NPI:

Tax Id:

Passport Provider Enrollment Information

Passport Individual/Group Provider Name:

Physical Address (Street, City, State, Zip Code):

Mailing Address:

Telephone Number:

Fax Number:

Contact E-mail Address:

Group Passport Primary Care Provider (PCP) Signature(s)

Each Physician and Mid-Level Practitioner employed by a group Passport clinic or Physician who will be participating as a Passport PCP, must sign this Passport Agreement, whereby the employee agrees to provide Passport primary care case management services under the terms and conditions of this Agreement in its entirety.

PCP Provider Name	PCP Provider Signature	PCP Provider Specialty	PCP Provider NPI

Attachment B

Passport Provider Caseload Management Information

The following information will be used to manage your Passport caseload. The information you provide below is not part of the Passport to Health Agreement and can be changed at any time in writing. This information will be used to assure you receive the members who are most appropriate for your practice. Information such as hours of operation and age restrictions will be provided to members to allow them to choose a PCP who best meets their needs. You cannot limit or restrict your caseload in a manner that results in discrimination of a protected class.

Passport providers will not have a caseload limit unless one is specified below.

Maximum Caseload: _____ Passport members

Ages Seen:

_____ All ages
_____ Minimum age
_____ Maximum age

Gender:

_____ Both
_____ Male
_____ Female

Office Hours:

24-Hour Coverage:

_____ to _____ Monday
_____ to _____ Tuesday
_____ to _____ Wednesday
_____ to _____ Thursday
_____ to _____ Friday
_____ to _____ Saturday
_____ to _____ Sunday

- ☐ Answering service
- ☐ Call forwarding
- ☐ On-call provider coverage
- ☐ Answering machine
- ☐ Other (specify):

Please list languages (other than English) that are spoken in your office:

Please list any scheduling information not listed above:

Attachment B

Passport Provider Caseload Management Information

Please list any known Montana Medicaid members in your service area who have been discharged from your practice. Passport will use this information to assure these members will not be assigned to your caseload.

Montana Medicaid Member Name	Montana Medicaid Member ID

July 24, 2018

Contract #18-134

Agenda Action Report
Prepared for the
Cascade County Commission

ITEM: **HRSA Notice of Award #H80CS00566-17-03**

INITIATED & PRESENTED BY: **Trista Besich, CEO**
Community Health Care Center

ACTION REQUESTED: **Approval of Contract 18-134**

PURPOSE:

This action awards 6-months prorated support based on the target FY 2018 funding under the Health Center Program through December 31, 2018.

RECOMMENDATION: **Approval of Contract 18-134**

TERM: **June 1, 2018 – December 31, 2018**

FINANCIAL ASSISTANCE AMOUNT: **\$797,355.00**


TWO MOTIONS PROVIDED FOR CONSIDERATION:

MOTION TO APPROVE:

Madam Chair, I move that the Commission approve Contract 18-134, the HRSA Notice of Award #H80CS00566-17-03, Total Award: \$797,355.00.

MOTION TO DISAPPROVE:

Madam Chair, I move that the Commission disapprove Contract 18-134, HRSA Notice of Award #H80CS00566-17-03, Total Award: \$797,355.00.

1. DATE ISSUED: 07/16/2018	2. PROGRAM CFDA: 93.224	<div style="text-align: center;">  <p>U.S. Department of Health and Human Services HRSA Health Resources and Services Administration</p> </div> <p>NOTICE OF AWARD AUTHORIZATION (Legislation/Regulation) Public Health Service Act, Title III, Section 330 Public Health Service Act, Section 330, 42 U.S.C. 254b Affordable Care Act, Section 10503 Public Health Service Act, Section 330, 42 U.S.C. 254, as amended. Authority: Public Health Service Act, Section 330, 42 U.S.C. 254b, as amended Public Health Service Act, Section 330, 42 U.S.C. 254b, as amended Public Health Service Act, Section 330(e), 42 U.S.C. 254b Section 330 of the Public Health Service Act, as amended (42 U.S.C. 254b, as amended) and Section 10503 of The Patient Protection and Affordable Care Act (P.L. 111-148) Section 330 of the Public Health Service Act, as amended (42 U.S.C. 254b) Public Health Service Act, Section 330, as amended (42 U.S.C. 254b) Section 330 of the Public Health Service (PHS) Act, as amended (42 U.S.C. 254b, as amended) Section 330 of the Public Health Service Act, as amended (42 U.S.C. 254b, as amended)</p>																																																				
3. SUPERSEDES AWARD NOTICE dated: 05/17/2018 <small>except that any additions or restrictions previously imposed remain in effect unless specifically rescinded.</small>																																																						
4a. AWARD NO.: 6 H80CS00566-17-03	4b. GRANT NO.: H80CS00566		5. FORMER GRANT NO.: H27CS02132																																																			
6. PROJECT PERIOD: FROM: 07/01/2002 THROUGH: 12/31/2018																																																						
7. BUDGET PERIOD: FROM: 06/01/2018 THROUGH: 12/31/2018																																																						
8. TITLE OF PROJECT (OR PROGRAM): Health Center Program																																																						
9. GRANTEE NAME AND ADDRESS: CASCADE CITY-COUNTY HEALTH DEPARTMENT 115 4th St S Great Falls, MT 59401-3618 DUNS NUMBER: 867642902 BHCNIS # 084380		10. DIRECTOR: (PROGRAM DIRECTOR/PRINCIPAL INVESTIGATOR) Trista Besich CASCADE CITY-COUNTY HEALTH DEPARTMENT 115 4th St S Great Falls, MT 59401-3618																																																				
11. APPROVED BUDGET: (Excludes Direct Assistance) <input type="checkbox"/> Grant Funds Only <input checked="" type="checkbox"/> Total project costs including grant funds and all other financial participation		12. AWARD COMPUTATION FOR FINANCIAL ASSISTANCE:																																																				
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13. RECOMMENDED FUTURE SUPPORT: (Subject to the availability of funds and satisfactory progress of project)		<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 30%;">YEAR</th> <th>TOTAL COSTS</th> </tr> </thead> <tbody> <tr> <td></td> <td style="text-align: center;">Not applicable</td> </tr> </tbody> </table>	YEAR	TOTAL COSTS		Not applicable																																																
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15. PROGRAM INCOME SUBJECT TO 45 CFR 75.307 SHALL BE USED IN ACCORD WITH ONE OF THE FOLLOWING ALTERNATIVES: A=Addition B=Deduction C=Cost Sharing or Matching D=Other																																																						
Estimated Program Income: \$1,208,344.00																																																						
16. THIS AWARD IS BASED ON AN APPLICATION SUBMITTED TO, AND AS APPROVED BY HRSA, IS ON THE ABOVE TITLED PROJECT AND IS SUBJECT TO THE TERMS AND CONDITIONS INCORPORATED EITHER DIRECTLY OR BY REFERENCE IN THE FOLLOWING:																																																						

[D]

a. The grant program legislation cited above. b. The grant program regulation cited above. c. This award notice including terms and conditions, if any, noted below under REMARKS. d. 45 CFR Part 75 as applicable. In the event there are conflicting or otherwise inconsistent policies applicable to the grant, the above order of precedence shall prevail. Acceptance of the grant terms and conditions is acknowledged by the grantee when funds are drawn or otherwise obtained from the grant payment system.

REMARKS: (Other Terms and Conditions Attached [☒]Yes [☐]No)

Electronically signed by Elvera Messina , Grants Management Officer on : 07/16/2018

17. OBJ. CLASS: 41.51 18. CRS-EIN: 1816001343A3 19. FUTURE RECOMMENDED FUNDING: \$0.00

FY-CAN	CFDA	DOCUMENT NO.	AMT. FIN. ASST.	AMT. DIR. ASST.	SUB PROGRAM CODE	SUB ACCOUNT CODE
18 - 398160H	93.527	18H80CS00566	\$797,355.00	\$0.00	CH	HEALTHCARECENTERS_18

HRSA Electronic Handbooks (EHBs) Registration Requirements

The Project Director of the grant (listed on this NoA) and the Authorizing Official of the grantee organization are required to register (if not already registered) within HRSA's Electronic Handbooks (EHBs). Registration within HRSA EHBs is required only once for each user for each organization they represent. To complete the registration quickly and efficiently we recommend that you note the 10-digit grant number from box 4b of this NoA. After you have completed the initial registration steps (i.e., created an individual account and associated it with the correct grantee organization record), be sure to add this grant to your portfolio. This registration in HRSA EHBs is required for submission of noncompeting continuation applications. In addition, you can also use HRSA EHBs to perform other activities such as updating addresses, updating email addresses and submitting certain deliverables electronically. Visit <https://grants3.hrsa.gov/2010/WebEPSEExternal/Interface/common/accesscontrol/login.aspx> to use the system. Additional help is available online and/or from the HRSA Call Center at 877-Go4-HRSA/877-464-4772.

Terms and Conditions

Failure to comply with the remarks, terms, conditions, or reporting requirements may result in a draw down restriction being placed on your Payment Management System account or denial of future funding.

Grant Specific Term(s)

1. This action awards 6-months prorated support based on your target FY 2018 funding under the Health Center Program through 12/31/2018.
2. Health center awardees/designees must comply with all Health Center Program requirements. The Health Center Program Compliance Manual (<https://bphc.hrsa.gov/programrequirements/compliancemanual/index.html>) which became effective upon its release on August 28, 2017 provides consolidated guidance for demonstrating compliance with Health Center Program requirements. The Compliance Manual also serves as the foundation for HRSA's compliance determinations and for health centers when responding to any subsequent Progressive Action condition(s) placed on a Notice of Award (NoA) or Notice of Look-Alike Designation (NLD) due to an identified area(s) of non-compliance. For additional information on the Progressive Action process, see Chapter 2: Health Center Program Oversight of the Compliance Manual. If a health center elects to respond to a condition by demonstrating compliance in a manner alternative to that specified in the Compliance Manual, the response must include an explanation and documentation of how this alternative explicitly demonstrates compliance with applicable Health Center Program requirements. All responses to conditions are subject to review and approval by HRSA.

All prior terms and conditions remain in effect unless specifically removed.

Contacts

NoA Email Address(es):

Name	Role	Email
Trista Besich	Program Director	tbesich@cascadecountymt.gov

Note: NoA emailed to these address(es)

Program Contact:

For assistance on programmatic issues, please contact Erich Kleinschmidt at:
MailStop Code: 16SW H02
BPHC/Northwest Division
5600 Fishers Ln
Rockville, MD, 20852-1750
Email: EKleinschmidt@hrsa.gov
Phone: (301) 945-3350

Division of Grants Management Operations:

For assistance on grant administration issues, please contact Carolyn Testerman at:
MailStop Code: 10SWH03
HRSA/OFAM/DGMO/HCB
5600 Fishers Ln
Rockville, MD, 20852-1750
Email: ctesterman@hrsa.gov
Phone: (301) 594-4244

July 24, 2018

Agenda #1

Agenda Action Report
Prepared for the
Cascade County Commission

ITEM:

Public Hearing

Resolution #18-61:

Resolution of Intention to rezone parcel
#0002712400, located in S33, T21N, R4E, P.M.M.,
Cascade County, Montana, from "I-1" Light
Industrial to "I-2" Heavy Industrial

INITIATED BY:

Charles Mesler

PRESENTED BY:

Anna Weber, Planning Division

ACTION REQUESTED:

**Conduct a Public Hearing &
Approval of Resolution #18-61**

BACKGROUND:

Charles Mesler submitted a zone change request for his property located in Section 33, Township 21 North, Range 04 East, P.M.M., Cascade County, MT. The property has a physical address of 4525 18th Ave N, Parcel #0002712400, Geocode: 02-3139-33-4-01-08-0000. The applicant is requesting the property be rezoned from "I-1," Light Industrial, to "I-2," Heavy Industrial.

The parcel is currently zoned for Light Industrial uses, however the owner would like a Heavy Industrial designation to broaden the variety of uses for renters that would qualify as heavy industrial per the Cascade County Zoning Regulations. Parcels to the East are zoned for Heavy Industrial, parcels to the South and West are populated by Light Industrial, and to the North is a BNSF railway.

PLANNING BOARD RECOMMENDATION: The Cascade County Planning Board recommended 5-0 on June 19, 2018 that the Cascade County Commission adopt the Staff Report and approval of the rezone of parcel # 0002712400, located in Section 33, Township 21 North, Range 4 East, P.M.M., Cascade County, MT from "I-1" Light Industrial to "I-2" Heavy Industrial.

PROCEDURAL HISTORY AND LEGAL NOTICES:

1. Charles Mesler is petitioning as owner and applicant to rezone 13.67 acres of property from Light Industrial (I-1) to Heavy Industrial (I-2).
2. The requested Heavy Industrial Zoning District permits all non-residential uses not otherwise prohibited by law, and limited accessory uses, such as a single-family dwelling incidental to the industrial enterprises, agricultural uses of land, and Agricultural buildings.
3. According to the applicant the intent of the rezoning is to allow the land owner and renters to continue to meet industry standards, and continue to bid competitively on their existing business operation. The applicant also mentioned a possibility of putting in business/industrial condos for future development of the property.
4. Law enforcement activities are provided by the Cascade County Sheriff's Department and fire protection support is provided by the Black Eagle Volunteer Fire Department.
5. Notice of Public Hearing was mailed to surrounding property owners on June 6, 2018. Legal Ads of the County Commission's Public Hearing were published in the Great Falls Tribune on June 3rd & 10th, 2018 as well as July 8th & 15th, 2018.

ZONING ANALYSIS:

Section 76-2-203 Montana Code Annotated lists criteria and guidelines which must be considered in conjunction with all zoning or rezoning proposals; the criteria are:

Criteria #1, the rezone application is made in accordance with the five listed goals in the growth policy;

The 2014 Cascade County Growth Policy (CCGP) contains five (5) goals which the policy defines as a direction of the Growth Policy. Each Goal also includes a subset of Objectives which the Growth Policy defines as a more narrowly defined and concrete expression of community intent. The five (5) goals and their related objectives are:

Goal 1: Sustain and strengthen the economic well being of Cascade County's citizens.

Objectives:

- A. Stimulate the retention of existing businesses and expansion of existing businesses, new businesses, value-added businesses, wholesale and retail businesses, and industries including agriculture, mining, manufacturing/processing and forest products.

Applicant: The rezoning will allow our company to help our current renter, Jason Nichols Sprinklers, expand their business activities allowing them a change to be more competitive in their respective business. It will also help attract new contracts with local businesses who will also have the opportunity to expand their operations when needed. The rezoning will provide additional opportunities for the industrial growth in the area while also letting our company entreat new commercial tenants.

- B. Stabilize and diversify the county's tax base by encouraging the sustainable use of its natural resources.

Applicant: Our company uses well water when needed and recycles as much of our waste as possible at a neighboring business, Steel Etc.

- C. Identify and pursue primary business development that complements existing business, which is compatible with communities, and utilizes available assets. Identify and pursue targeted business development opportunities to include, but not limited to, manufacturing/heavy industry, telecommunication, and youth/social services.

Applicant: Our business development and day-to-day operations will have a variety of needs which will in turn support many existing businesses as well as utilize Cascade County's quality workforce. We are currently researching the possible future development of industrial condos on the property.

- D. Promote the development of cultural resources and tourism to broaden Cascade County's economic base.

Applicant: The property is in close proximity to an expansive local park system which will be proudly promoted to our visitors. As such, our company has a strong desire to keep the property aesthetically pleasing and in harmony with the surrounding areas.

- E. Foster and stimulate well-planned entrepreneurship among the county's citizenry.

Applicant: Our company supports local businesses and has been in on-going negotiations with M&D Construction regarding constructional equipment

storage. Our company is in the process of working with other local companies as well and is also working on a future plan to entice companies from across the state.

F. Promote a strong local business environment. Encourage and strengthen business support mechanisms such as chambers of commerce, development organizations and business roundtable organizations.

Applicant: Rezoning could open the door for further engagements with local business organizations. As a strong supporter of local business, the rezoning will allow our company to better support area business organizations as well as pave the way for potential partnerships with other local businesses in the future.

G. Improve local trade capture for Cascade County businesses. Promote local shopping as well as well-planned businesses and new businesses.

Applicant: Rezoning, and development therefrom, will bring in clients from Cascade County, across Montana and possibly the United States. While here, these clients will engage with local businesses for food, lodging, and general shopping. Additionally, the property's proximity to Giant Springs State Park will reveal a local attraction visitors may attend which will further bolster community revenue.

H. Network with and support other economic development efforts in the region and statewide, in recognition of Cascade County's interdependence with other communities and to leverage available local resources.

Applicant: Our company anticipates having a number of opportunities both locally and across the state where we can provide services for business and industry.

I. Encourage the growth of the agricultural economy.

Applicant: Since the property is located in an industrial area, our company does not have a plan to directly promote agricultural development. Our company will, however, entertain assisting any newly discovered component business of Montana's agricultural sector.

J. Stimulate the growth of the economy by encouraging the use of alternative methods of energy production, including wind energy.

Applicant: Our company may have an opportunity to help in the development of a neighboring alternative energy source, specifically solar energy for on-site use.

Staff: Staff concurs that the applicant meets Goal 1 of the Cascade County Growth Policy.

Goal 2: Protect and maintain Cascade County's rural character and the community's historic relationship with natural resource development.

Objectives:

- A. Foster the continuance of agriculture and forestry in recognition of their economic contribution and the intrinsic natural beauty of grazing areas, farmlands and forests.

Applicant: Our company is sensitive to our location near the Missouri River and along a recognized state park system. We intend to maintain greenspace and continue working towards a healthy Missouri River Corridor as well as enhancing the natural beauty of the area.

- B. Preserve Cascade County's scenic beauty and conserve its forests, rangelands and streams, with their abundant wildlife and good fisheries.

Applicant: Our company has no intention of harming the scenic beauty of Cascade County and desires to keep our industrial uses in a centrally located area with similar business.

- C. Preserve Cascade County's open space setting by encouraging new development to locate near existing towns and rural settlements and by discouraging poorly designed, land subdivisions and commercial development.

Applicant: Our company is interested in maintaining the beauty of the surrounding area and we intend to be selective with our tenants to ensure whoever leases from us will maintain and promote a clean environment.

- D. Assure clean air, clean water, a healthful environment and good community appearance.

Applicant: Our company has a desire to remain in harmony with the surrounding area and will continue to actively recycle waste from the property.

E. Support the development of natural resources including but not limited to timber, mining, oil, and gas production, and renewable energy production.

Applicant: Our company uses limited natural resources and is not engaged in the development of natural resources. We do, however, have an outside interest in alternative energy, including both wind and solar.

F. Continue to work with federal and state agencies to redevelop properties within Cascade County which are currently undergoing Superfund and Brownfields processes.

Applicant: It is believed that the property has not been identified as a site via undergoing the Superfund and Brownfields processes.

Staff: The Staff concurs with the applicant's analysis.

Goal 3: Maintain Agricultural Economy

Objectives:

A. Protect the most productive soil types.

Applicant: According to the USDA Web Soil Survey, our land is not on prime soil, classified as 3d or 4e, implying severe to very severe limitations on use, and propensity to erosion. Thus, our company has no desire to engage in outdoor agricultural operations.

B. Continue to protect soils against erosion.

Applicant: Our company is in compliance with Storm water regulations and has taken steps to mitigate runoff from uphill sites. Our company is continuing to seek a reduction in erosion on our site and from adjacent sites.

C. Protect the floodplain from non-agricultural development.

Applicant: This property is not in a floodplain.

D. Support the development of value-added agricultural industry in Cascade County utilizing the products from the regional area.

Applicant: Our company has no desire to engage in ground related agricultural activities on or around the land.

Staff: Staff concurs that the applicant meets Goal 3 of the Cascade County Growth Policy and should not negatively impact the agricultural economy.

Goal 4: Retain the presence of the US Military in Cascade County

Objectives:

- A. Encourage the federal congressional delegation to actively support maintaining the current mission status at a minimum.

Applicant: Our company does not believe the rezoning will impact the current mission status of Malmstrom Air Force Base.

- B. Promote the location of additional military missions in Cascade County.

Applicant: Our company does not believe the rezoning will have an impact on promoting the location of additional military missions in Cascade County.

- C. Encourage the reactivation of the runway at Malmstrom Air Force Base for fixed wing operations.

Applicant: It is our company's understanding that the parcel of land is in the MOD-D height overlay district for Malmstrom, which prohibits structures over 150 feet above the runway. As such, the existing structures are within parameters.

- D. Refer to the Joint Land Use Study for resolving conflicts and promoting mission compatible development.

Applicant: Our company is of the opinion that the closest missile launch facility is over 20 miles away.

Staff: This parcel is in the MOD-D height overlay district for Malmstrom and the closest missile launch facility is over 20 miles away. Staff agrees that the applicant meets Goal 4 of the Cascade County Growth Policy, and should not negatively impact the presence of the US Military in Cascade County.

Goal 5: Preserve and enhance the rural, friendly and independent lifestyle currently enjoyed by Cascade County's citizens.

Objectives:

- A. Maintain Cascade County's citizen's independent lifestyle and minimize local governmental intervention, to the extent possible, consistent with the requirements of a continually evolving economy and constantly changing population.

Applicant: Our company believes that its existing use and future planned operation meshes with the surrounding uses and will continue to do so. Our company is committed to minimizing the impact on the environment and strides to be a good neighbor.

- B. Preserve and promote Cascade County's rich cultural heritage, rooted in natural resource development and reflected in its numerous cultural/historic sites and archaeological areas.

Applicant: Our company is committed to maintain our property and acknowledges that our company must engage in weed-control efforts. Our company understands that noxious weeds in and around Cascade County are a detriment to our community's environment and its scenery and are committed to controlling the spread thereof.

- C. Promote fire prevention measures throughout the county, giving special emphasis to the extreme fire hazards present at the wild land/urban interface.

Applicant: Our company believes in keeping the property free of debris and is dedicated to promote fire prevention by keeping fuel loads cleaned out of the wild land/urban interface.

- D. Encourage the continued development of educational programs and facilities, recreational opportunities and spaces and health services for all county residents.

Applicant: Our company believes that the rezoning should have no direct impact on educational development, health services, or on recreational opportunities.

Staff: Staff concurs with the applicant's analysis.

Criteria #2, whether the zoning regulations have been designed to secure safety from fire and other dangers.

Applicant: Our company believes that the proposed zone change is meant to better reflect the property owners' intended use of the property and should

have no impact on securing safety from fire or other dangers.

Staff: Staff agrees with the applicant's analysis.

Criteria #3, whether the zoning regulations have been designed to promote public health, public safety, and general welfare.

Applicant: Our company's current lessee operates a secure facility and will continue to have a vested interest in protecting the property. Our company plans on installing a security system that will provide partial to full video coverage of the property.

Staff: Staff concurs with the applicant's analysis.

Criteria #4, whether the zoning regulations have been designed to facilitate the adequate provision of transportation, water, sewage, schools, parks, and other public requirements.

Applicant: Our company believes that the zoning regulations have been designed to facilitate the adequate provision of transportation, schools, parks, and other public requirements. Our company also believes that the existing water and septic systems will remain adequate and that there is ample room for growth.

Staff: Staff agrees that existing water and septic systems will remain adequate, roads are already established, and there is ample room for growth.

Criteria #5, whether the zoning regulations have been designed to provide adequate light and air.

Applicant: Our company is not a heavy polluter and has plans of installing security lighting on select areas of the property.

Staff: Staff concurs with the applicant's analysis.

Criteria #6, whether the zoning regulation have been designed to address effects on motorized and non-motorized transportation systems.

Applicant: Our company has road access to the property. This road is shared with other industrial businesses and our company believes that any impact to the transportation infrastructure would be small.

Staff: Staff agrees with the applicant's analysis.

Criteria #7, whether the zoning regulations have been designed to be compatible with urban growth in the vicinity of cities and towns that at a minimum must include the areas around municipalities.

Applicant: Our company understands that the rezoning is in the proximity of both Great Falls and Malmstrom Air Force Base but is also adjacent to other Heavy Industrial uses. Thus, by rezoning, our company's property would remain in harmony with surrounding uses and potentially future development.

Staff: Staff feels they would remain in harmony with surrounding uses and planned future development.

Criteria #8, whether the zoning regulations have been made with reasonable consideration to the district's peculiar suitability for particular uses.

Applicant: Our company believes that rezoning is appropriate and would not be considered "spot zoning" since:

- 1. The proposed use is similar to the prevailing use in the area since the property is adjacent to Heavy Industrial uses, is by a dedicated railway, and is in the vicinity of the planned Agritech Park development;*
- 2. The area for which rezoning is being requested is rather small in size, 13.67 acres, which is roughly in line with adjacent parcels; And*
- 3. The suggested change will explicitly benefit only one landowner, but the change may also benefit neighboring landowners by allowing additional parcels in the area to be rezoned from light to heavy industrial as well.*

Staff: When considering the "Little vs. Board of County Commissioners," the first factor to consider is if "the proposed use is significantly different from the prevailing use in the area". The proposed heavy industrial uses will not be significantly different from the prevailing use to the east. The light industrial zoned parcels to the south and west are also consistent with the proposed heavy industrial use, as is the railway to the north.

The acreage of the parcel petitioning for the rezone (13.67) is roughly in line with the adjacent parcels. The Heavy Industrial parcels in that area range in size from 13.25 acres to 1.4 acres. Since this will be an extension of an existing Heavy Industrial district into a Light Industrial district, staff does not

believe the second factor will be met.

Finally, while the purpose of the rezone is to explicitly benefit one landowner, the change could open the door for additional parcels to the west to rezone from light to heavy industrial as well. Since the adjacent properties are some form of industrial or a dedicated railway, planning staff is comfortable that this is not a spot zone scenario.

Criteria #9, Whether the zoning regulations have been made with a view to conserving the value of buildings and land.

Applicant: Our property is in the area of the dedicated John Michael Acres industrial subdivision so a rezoning will help provide for business growth.

Staff: Staff agrees with the applicant's analysis.

Criteria #10, Must, as nearly as possible, be made compatible with the zoning ordinances of nearby municipalities.

Applicant: This property is zoned Light Industrial and is located in an industrial area in Cascade County and in the proximity of the City of Great Falls so rezoning it to Heavy Industrial is compatible with adjacent properties.

Staff: This property is located in an industrial area in Cascade County and in the proximity of the City of Great Falls.

CONCLUSION

The Cascade County Zoning Regulations state a Heavy Industrial district is a zoning classification that allows all non-residential uses not otherwise prohibited by law. The zone change request is for a parcel bordering other industrial uses of land and industrial zoning, and staff finds the applicant's request to rezone to Heavy Industrial is consistent with the intend use, as well as the surrounding uses.

TWO MOTIONS PROVIDED FOR CONSIDERATION:

MOTION TO APPROVE: Madam Chair, I move that the Commission APPROVE Resolution #18-61, Resolution of Intention to rezone Parcel #0002712400 from Light Industrial "I-1" to Heavy Industrial "I-2."

MOTION TO DISAPPROVE: Madam Chair, I move that the Commission DISAPPROVE Resolution #18-61, Resolution of Intention to rezone Parcel #0002712400 from Light Industrial

“I-1” to Heavy Industrial “I-2.”

ATTACHMENT:

- 1) Rezone Application
- 2) Map showing parcel zoning
- 3) Resolution of Intention #18-61

**BEFORE THE BOARD OF COUNTY COMMISSIONERS
CASCADE COUNTY, MONTANA**

**RE: RESOLUTION OF INTENTION
TO AMEND COUNTY ZONING DISTRICT MAP**

RESOLUTION #18-61

WHEREAS, under the provision of Title 76, Chapter 2, Part 2, Montana Code Annotated, the Board of County Commissioners is authorized to adopt zoning regulations; and

WHEREAS, a Zoning District and Regulations therefore was created by Resolution passed by the Board of County Commissioners on April 26, 2005, as documented on Resolution #05-018, on file in the Office of the Clerk and Recorder of Cascade County; and

WHEREAS, since the passage of above-mentioned Resolution, a petition for change of zoning district classification from "I1" Light Industrial District to "I2" Heavy Industrial District classification for Parcel 0002712400 located in Section 33, Township 21 N, Range 4 East, P.M.M., Cascade County, Montana.

WHEREAS, in accordance with Section 76-2-204, Montana Code Annotated, and Section 14 of the Zoning Regulations, the Board of County Commissioners shall require the County Planning Board to act as a zoning commission to recommend boundaries and appropriate regulations for the various zoning districts; and

WHEREAS, legal notice of public hearing regarding the requested county zoning change was published in the *Great Falls Tribune* on June 3rd & 10th, 2018 and July 8th & 15th, 2018; and

WHEREAS, the Cascade County Planning Board on June 19, 2018, held a public hearing to allow any interested party to speak for or against the requested change; and

WHEREAS the Cascade County Planning Board during the public hearing held June 19, 2018 discussed the above-mentioned rezoning application and passed a motion recommending the County Commissioners approve said rezoning application; and

WHEREAS, the Cascade County Planning Board is performing in an advisory capacity to the Board of County Commissioners regarding zoning and has provided a written report to the County Commissioners regarding the above-mentioned rezoning application

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Cascade County as follows:

There is hereby passed this Resolution of Intention to provide for the change of zoning district classification from "I1" Light Industrial District to "I2" Heavy Industrial District classification for Parcel 0002712400 located in Section 33, Township 21 N, Range 4 East, P.M.M., Cascade County, Montana, as shown on Exhibit A attached hereto and by this reference incorporated herein.

The proposed County Zoning Map Change is on file for public inspection at the office of the County Clerk and Recorder in and for Cascade County, Montana.

Dated this ____ day of ____, 2018.

BOARD OF COUNTY COMMISSIONERS
CASCADE COUNTY, MONTANA

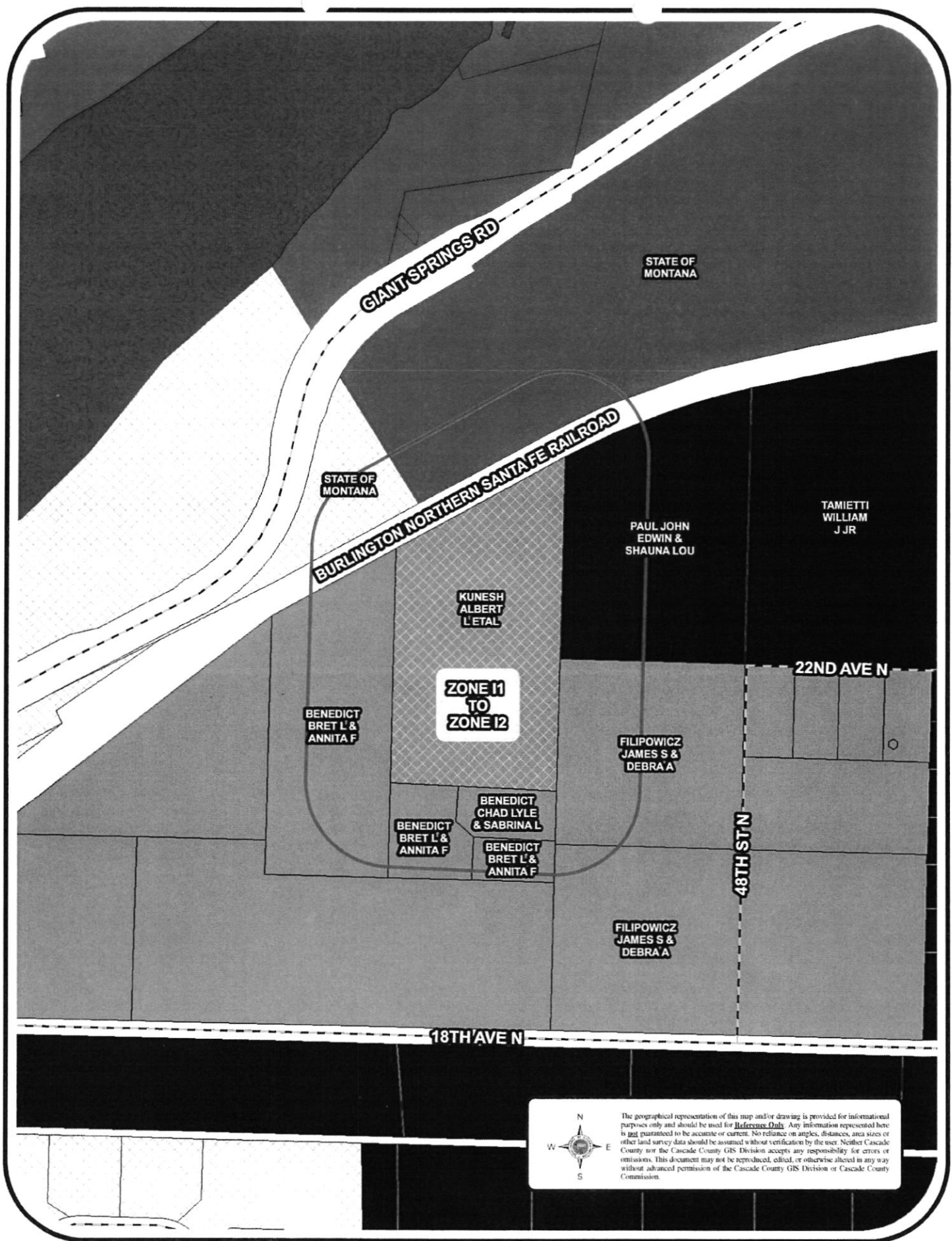
Jane Weber, Chair

Joe Briggs, Commissioner

James L. Larson, Commissioner

Attest:

Rina Fontana Moore, Clerk and Recorder



Charles Mesler

2401 12th Avenue South
Great Falls, MT 59405
(406) 899-6097

April 11, 2018

Cascade County Public Works Department
Planning Division
121 4th Street North – Suite 2H/I
Great Falls, MT 59401

Re: Cascade County Zoning Change

Dear Sirs:

Enclosed please find my Application for an amendment to the zoning map along with my \$750.00 check for the fee with regards to the property located at:

4525 18th Avenue North, Great Falls, Montana;
Geocode: 02-3139-33-4-01-08-0000;
Legal Description: S33, T21 N, R04 E, IN E2SW MK 1

I am currently purchasing this property under a Contract for Deed with Albert L. Kunesh. Mr. Kunesh supports my request to have this property rezoned from Light Industrial to Heavy Industrial and he has also signed the enclosed Application. I request this rezoning in order to meet industry standards and facilitate the bid and contracting processes as my business grows.

I have enclosed a vicinity map showing the parcels and surrounding area. The property in question is outlined in blue. This property is located next to property which was recently rezoned Heavy Industrial (owned by John E. and Shauna L. Paul), see attached maps.

My response and detailed explanation with regard to the County's criteria and goals concerning my request for a rezoning amendment is also enclosed for your review.

Thank you for your consideration. If you have any questions, please contact me at the above number.

Sincerely,



Charles Mesler



Cascade County Zoning Change Application

Cascade County Public Works Department
Planning Division
121 4th St No, STE 2H/I, Great Falls MT 59401
Phone: 406-454-6905 Fax: 406-454-6919

\$750.00 Non Refundable Application Fee

Payment: Check (#) _____ Cash 750

FOR OFFICE USE ONLY

Date Application Received: 4/27/18 File No: _____

Planning Board Hearing Date: _____ Action: _____

County Commission Hearing Date: _____ Action: _____

APPLICANT/OWNER:

Name: Charles Mesler Phone: (406) 899-6097

Mailing Address: 2401 12th Ave So

City/State/Zip Code: Great Falls, MT 59405

Interest in property: Buying under Contract for Deed

Check which applies:

☒ Map Amendment

☐ Text Amendment, Zoning Regulations

TECHNICAL/PROFESSIONAL PARTICIPANTS:

Name: _____ Phone: _____

Mailing Address: _____

City, State, Zip: _____

Email: _____

IF THE REQUEST PERTAINS TO AN AMENDMENT TO THE TEXT OF THE ZONING REGULATIONS, PLEASE COMPLETE THE FOLLOWING:

A. What is the proposed zoning text/map amendment?

IF THE REQUEST PERTAINS TO AN AMENDMENT TO THE ZONING MAP PLEASE COMPLETE THE FOLLOWING:

- A. Address of the property: 4525 18th Ave No, Great Falls, MT
- B. Legal Description: 02-3139-33-4-01-08-0000
(Lot/Block of Subdivision, or Geocode/Parcel #)
- C. 533, 21N, 4E
Section Township Range
- D. Total acreage: 13.67
- E. Zoning district: -9 I-1
- F. The **present** zoning of the above property is: I-1
- G. The **proposed** zoning of the above property is: I-2

APPLICATION REQUIREMENTS

An applicant must notify the Planning Division and request a pre-application meeting with planning staff. The pre-application meeting will be scheduled within thirty (30) days of the request. At this meeting, staff will indicate the necessary information within the application, process, and timeline for the rezoning petition process. The application for a rezoning petition must include the following and any additional materials requested by Planning Staff:

- (1) A letter signed by at least one landowner within the area to be rezoned explaining the requested rezoning.
- (2) A vicinity map of the parcels and surrounding area clearly identifying the location of the property.
- (3) A legal description of the boundaries of the proposed district.
- (4) A lot layout plan may be required indicating some or all of the following:
 - (a) Identify any covenants, liens, easements or any other encumbrances upon the parcel. If a description will not suffice, provide copies or exhibits when necessary.
 - (b) The land area of the parcel (found on deed, subdivision plat or certificate of survey at the Office of the County Clerk and Recorder or Planning Division).
 - (c) Describe the existing land use of the parcel and neighboring areas.
 - (d) Describe the anticipated impact upon neighboring property.
 - (e) On a site plan, indicate the dimensions of the property under consideration, the size and placement of existing structures, parking areas and landscaping areas.
 - (f) On a site plan, indicate the location of existing curb cuts or access points.
 - (g) On a site plan indicate the location of any existing utilities such as water, sewer, gas, electricity, storm sewer, rivers, creeks, streams, irrigation ditches, easements, historical land marks, or any other items that may affect the application.

- (5) Cite any previous request for a zone change or variance involving the parcel, as well as any action taken on previous requests.
- (6) **Application Fee:** All applications for rezoning must include an application fee of seven hundred fifty dollars (\$750.00).

THE FOLLOWING ARE THE CRITERIA BY WHICH ZONING AMENDMENTS ARE REVIEWED. PLEASE PROVIDE A RESPONSE AND DETAILED EXPLANATION FOR EACH CRITERION FOR CONSIDERATION BY THE PLANNING STAFF, PLANNING BOARD, AND COUNTY COMMISSIONERS.

Criteria 1: Is the proposed amendment in accordance with the Growth Policy's five primary goals and associated objectives?

Goal 1: Sustain and strengthen the economic well-being of Cascade County's citizens.

Objectives:

- a. Stimulate the retention and expansion of existing businesses, new businesses, value-added businesses, wholesale and retail businesses, and industries including agriculture, mining, manufacturing/processing, and forest products.
- b. Stabilize and diversify the county's tax base by encouraging the sustainable use of its natural resources.
- c. Identify and pursue primary business development that complements existing business, which is compatible with communities, and utilizes available assets. Identify and pursue targeted business development opportunities to include, but not limited to, manufacturing/heavy industry, telecommunications, and youth/social services.
- d. Promote the development of cultural resources and tourism to broaden Cascade County's economic base.
- e. Foster and stimulate well-planned entrepreneurship among the county's citizenry.
- f. Promote a strong local business environment. Encourage and strengthen business support mechanisms such as chambers of commerce, development organizations and business roundtable organizations.
- g. Improve local trade capture for Cascade County businesses. Promote local shopping as well as well-planned businesses and new businesses.
- h. Network with and support other economic development efforts in the region and statewide, in recognition of Cascade County's interdependence with other communities and to leverage available local resources.
- i. Encourage the growth of the agricultural economy.
- j. Stimulate the growth of the economy by encouraging the use of alternative methods of energy production, including wind energy.

Goal 2: Promote and maintain Cascade County's rural character and the community's historic relationship with natural resource development.

Objectives:

- a. Foster the continuance of agriculture and forestry in recognition of their economic contribution and the intrinsic natural beauty of grazing areas, farmlands, and forests.
- b. Preserve Cascade County's scenic beauty and conserve its forests, rangelands and streams, with their abundant wildlife and good fisheries.
- c. Preserve Cascade County's open space setting by encouraging new development to locate near existing towns and rural settlements and by discouraging poorly designed, land subdivisions and commercial development.
- d. Assure clean air, clean water, a healthful environment and good community appearance.
- e. Support the development of natural resources including but not limited to timber, mining, oil and gas production, and renewable energy production.
- f. Continue to work with federal and state agencies to redevelop properties within Cascade County which are currently undergoing Superfund and Brownfield processes.

Goal 3: Maintain agricultural economy.

Objectives:

- a. Protect the most productive soil types.
- b. Continue to protect soils against erosion.
- c. Protect the floodplain from non-agricultural development.
- d. Support the development of value-added agricultural industry in Cascade County utilizing the products from the regional area.

Goal 4: Retain the presence of the US Military in Cascade County.

Objectives:

- a. Encourage the federal congressional delegation to actively support maintaining the current mission status at a minimum.
- b. Promote the location of additional military missions in Cascade County.
- c. Encourage the reactivation of the runway at Malmstrom Air Force Base for fixed wing operations.
- d. Refer to the Joint Land Use Study for resolving conflicts and promoting mission compatible development.

Goal 5: Preserve and enhance the rural, friendly and independent lifestyle currently enjoyed by Cascade County's citizens.

Objectives:

- a. Maintain Cascade County's citizens independent lifestyle and minimize local governmental intervention, to the extent possible, consistent with the requirements of a continually evolving economy and constantly changing population.
- b. Preserve and promote Cascade County's rich cultural heritage, rooted in natural resource development and reflected in its numerous cultural/historic sites and archaeological areas.
- c. Promote fire prevention measures throughout the county, giving special emphasis to the extreme fire hazards present at the wild land/urban interface.
- d. Encourage the continued development of educational programs and facilities, recreational opportunities and spaced and health services for all county residents.

Is the proposed amendment designed to:

- Criteria 2: Secure safety from fire and other dangers?
- Criteria 3: Promote public health, public safety, and the general welfare?
- Criteria 4: Facilitate the adequate provision of transportation, water, sewerage, schools, parks and other public requirements?
- Criteria 5: The reasonable provision of adequate light and air?
- Criteria 6: The effect on motorized and non-motorized transportation systems?
- Criteria 7: Compatible urban growth in the vicinity of cities and towns that at a minimum must include the areas around municipalities?
- Criteria 8: The character of the district and its peculiar suitability for particular uses?
- Criteria 9: Conserving the value of buildings and encouraging the most appropriate use of land throughout the jurisdictional area?
- Criteria 10: Is the proposed amendment, as nearly as possible, compatible with the zoning ordinances of nearby municipalities?

I hereby certify that the information on and attached to this application is true and correct. I understand the fees for this application are not refundable. By signing of this application I agree that the Cascade County Planning Division staff to be present on the property for routine monitoring and inspection during the application process.

Applicant's Signature: _____



Date: _____



Attached is a response and detailed explanation for each criterion for consideration by the Planning Staff, Planning Board, and County Commissioners:

Criteria 1: Is the proposed amendment in accordance with the Growth Policy's five primary goals and associated objectives?

Goal 1: Sustain and strengthen the economic well-being of Cascade County's citizens.

Objectives:

- A. Stimulate the retention of existing businesses and expansion of existing businesses, new businesses, value-added businesses, wholesale and retail businesses and industries including agriculture, mining, manufacturing/processing and forest products.

The rezoning will allow our company to help our current renter, Jason Nichols Sprinklers, expand their business activities allowing them a chance to be more competitive in their respective business. It will also help attract new contracts with local businesses who will also have the opportunity to expand their operations when needed. The rezoning will provide additional opportunities for industrial growth in the area while also letting our company entreat new commercial tenants.

- B. Stabilize and diversity the county's tax base by encouraging the sustainable use of its natural resources.

Our company uses well water when needed and recycles as much of our waste as possible at a neighboring business, Steel Etc.

- C. Identify and pursue primary business development that complements existing business, which is compatible with communities, and utilizes available assets. Identify and pursue targeted business development opportunities to include, but not limited to, manufacturing/heavy industry, telecommunication, and youth/social services.

Our business development and day-to-day operations will have a variety of needs which will in turn support many existing businesses as well as utilize Cascade County's quality workforce. We are currently researching the possible future development of industrial condos on the property.

- D. Promote the development of cultural resources and tourism to broaden Cascade County's economic base.

The property is in close proximity to an expansive local park system which will be proudly promoted to our visitors. As such, our company has a strong desire to keep the property aesthetically pleasing and in harmony with the surrounding areas.

- E. Foster and stimulate well-planned entrepreneurship among the county's citizenry.

Our company supports local businesses and has been in on-going negotiations with M&D Construction regarding constructional equipment storage. Our company is in the process of working with other local companies as well and is also working on a future plan to entice companies from across the state.

- F. Promote a strong local business environment, encourage and strengthen business support mechanisms such as chambers of commerce, development organizations and business roundtable organizations.

Rezoning could open the door for further engagements with local business organizations. As a strong supporter of local business, the rezoning will allow our company to better support area business organizations as well as pave the way for potential partnerships with other local businesses in the future.

- G. Improve local trade capture for Cascade County businesses. Promote local shopping as well as well-planned businesses and new businesses.

Rezoning, and development therefrom, will bring in clients from Cascade County, across Montana and possibly the United States. While here, these clients will engage with local businesses for food, lodging, and general shopping. Additionally, the property's proximity to Giant Springs State Park will reveal a local attraction visitors may attend which will further bolster community revenue.

- H. Network with and support other economic development efforts in the region and stateside, in recognition of Cascade County's interdependence with other communities and to leverage available local resources.

Our company anticipates having a number of opportunities both locally and across the state where we can provide services for business and industry.

- I. Encourage the growth of the agricultural economy.

Since the property is located in an industrial area, our company does not have a plan to directly promote agricultural development. Our company will, however, entertain assisting any newly discovered component business of Montana's agricultural sector.

- J. Stimulate the growth of the economy by encouraging the use of alternative methods of energy production, including wind energy.

Our company may have an opportunity to help in the development of a neighboring alternative energy source, specifically solar energy for on-site use.

Goal 2: Protect and maintain Cascade County's rural character and the community's historic relationship with natural resource development.

Objectives:

- A. Foster the continuance of agriculture and forestry in recognition of their economic contribution and the intrinsic natural beauty of grazing areas, farmlands and forests.

Our company is sensitive to our location near the Missouri River and along a recognized state park system. We intend to maintain greenspace and continue working towards a healthy Missouri River Corridor as well as enhancing the natural beauty of the area.

- B. Preserve Cascade County's scenic beauty and conserve its forests, rangelands and streams, with their abundant wildlife and good fisheries.

Our company has no intention of harming the scenic beauty of Cascade County and desires to keep our industrial uses in a centrally located area with similar businesses.

- C. Preserve Cascade County's open space setting by encouraging new development to locate near existing towns and rural settlements and by discouraging poorly designed, land subdivisions and commercial development.

Our company is interested in maintaining the beauty of the surrounding area and we intend to be selective with our tenants to ensure whoever leases from us will maintain and promote a clean environment.

- D. Assure clean air, clean water, a healthful environment and good community appearance.

Our company has a desire to remain in harmony with the surrounding area and will continue to actively recycle waste from the property.

- E. Support the development of natural resources including but not limited to timber, mining, oil, and gas production, and renewable energy production.

Our company uses limited natural resources and is not engaged in the development of natural resources. We do, however, have an outside interest in alternative energy, including both wind and solar.

- F. Continue to work with federal and state agencies to redevelop properties within Cascade County which are currently undergoing Superfund and Brownfields processes.

It is believed that the property has not been identified as a site via undergoing the Superfund and Brownfields processes.

Goal 3: Maintain Agricultural Economy.

Objectives:

- A. Protect the most productive soil types.

According to the USDA Web Soil Survey, our land is not on prime soil, classified as 3d or 4e, implying severe to very severe limitations on use, and propensity to erosion. Thus, our company has no desire to engage in outdoor agricultural operations.

- B. Continue to protect soils against erosion.

Our company is in compliance with Storm water regulations and has taken steps to mitigate runoff from uphill sites. Our company is continuing to seek a reduction in erosion on our site and from adjacent sites.

- C. Protect the floodplain from non-agricultural development.

This property is not in a floodplain.

- D. Support the development of value-added agricultural industry in Cascade County utilizing the products from the regional area.

Our company has no desire to engage in ground related agricultural activities on or around the land.

Goal 4: Retain the presence of the U.S. Military in Cascade County.

Objectives:

- A. Encourage the federal congressional delegation to actively support maintain the current mission status at a minimum.

Our company does not believe the rezoning will impact the current mission status of Malmstrom Air Force Base.

- B. Promote the location of additional military missions in Cascade County.

Our company does not believe the rezoning will have an impact on promoting the location of additional military missions in Cascade County.

- C. Encourage the reactivation of the runway at Malmstrom Air Force Base for fixed wing operations.

150 *It is our company's understanding that the parcel of land is in the MOD-D height overlay district for Malmstrom, which prohibits structures over 10 feet above the runway. As such, the existing structures are within parameters.*

- D. Refer to the Joint Land Use Study for resolving conflicts and promoting mission compatible development.

Our company is of the opinion that the closest missile launch facility is over 20 miles away.

Goal 5: Preserve and enhance the rural, friendly and independent lifestyle currently enjoyed by Cascade County's citizens.

Objectives:

- A. Maintain Cascade County's citizen's independent lifestyle and minimized local governmental intervention, to the extent possible, consistent with the requirements of a continually evolving economy and constantly changing population.

Our company believes that its existing use and future planned operation meshes with the surrounding uses and will continue to do so. Our company is committed to minimizing the impact on the environment and strides to be a good neighbor.

- B. Preserve and promote Cascade County's rich cultural heritage, rooted in natural resource development and reflected in its numerous cultural/historic sites and archaeological areas.

Our company is committed to maintain our property and acknowledges that our company must engage in weed-control efforts. Our company understands that noxious weeds in and around Cascade County are a detriment to our community's environment and its scenery and our committed to controlling the spread thereof.

- C. Promote fire prevention measures throughout the county, giving special emphasis to the extreme fire hazards present at the wild land/urban interface.

Our company believes in keeping the property free of debris and is dedicated to promote fire prevention by keeping fuel loads cleaned out of the wild land/urban interface.

- D. Encourage the continued development of educational programs and facilities, recreational opportunities and spaces and health services for all county residents.

Our company believes that the rezoning should have no direct impact on educational development, health services, or on recreational opportunities.

Criteria 2: whether the zoning regulations have been designed to secure safety from fire and other dangers.

Our company believes that the proposed one change is meant to better reflect the property owners' intended use of the property and should have no impact on securing safety from fire or other dangers.

Criteria 3: whether the zoning regulations have been designed to promote public health, public safety, and general welfare.

Our company's current lessee operates a secure facility and will continue to have a vested interest in protecting the property. Our company plans on installing a security system that will provide partial to full video coverage of the property.

Criteria 4: whether the zoning regulations have been designed to facilitate the adequate provision of transportation, water, sewage, schools, parks and other public requirements.

Our company believes that the zoning regulations have been designed to facilitate the adequate provision of transportation, schools, parks, and other public requirements. Our company also believes that the existing water and septic systems will remain adequate and that there is ample room for growth.

Criteria 5: whether the zoning regulations have been designed to provide adequate light and air.

Our company is not a heavy polluter and has plans of installing security lighting on select areas of the property.

Criteria 6: whether the zoning regulations have been designed to address effects on motorized and non-motorized transportation systems.

Our company has road access to the property. This road is shared with other industrial businesses and our company believes that any impact to the transportation infrastructure would be small.

Criteria 7: whether the zoning regulations have been designed to be compatible with urban growth in the vicinity of cities and towns that at a minimum must include the areas around municipalities.

Our company understands that the rezoning is in the proximity of both Great Falls and Malmstrom Air Force Base but is also adjacent to other Heavy Industrial uses. Thus, by rezoning, our company's property would remain in harmony with surrounding uses and potentially future development.

Criteria 8: whether the zoning regulations have been made with reasonable consideration to the district's peculiar suitability for particular uses.

Our company believes that rezoning is appropriate and would not be considered "spot zoning" since:

- 1) The proposed use is similar to the prevailing use in the area since the property is adjacent to Heavy Industrial uses, is by a dedicated railway, and is in the vicinity of the planned Agritech Park development;*
- 2) The area for which rezoning is being requested is rather small in size, 13.67 acres, which is roughly in line with adjacent parcels; and*
- 3) The suggested change will explicitly benefit only one landowner, but the change may also benefit neighboring landowners by allowing additional parcels in the area to be rezoned from light to heavy industrial as well.*

Criteria 9: whether the zoning regulations have been made with a view to conserving the value of buildings and land.

Our property is in the area of the dedicated John Michael Acres industrial subdivision so a rezoning will help provide for business growth.

Criteria 10: Must, as nearly as possible, be made compatible with the zoning ordinances of nearby municipalities.

This property is zoned Light Industrial and is located in an industrial area in Cascade County and in the proximity of the City of Great Falls so rezoning it to Heavy Industrial is compatible with adjacent properties.

July 24, 2018

Agenda #2

Agenda Action Report
Prepared for the
Cascade County Commission

ITEM: **Resolution 18-62: Resolution to Disburse Funds to the Community Health Care Center, Inc.**

INITIATED AND PRESENTED BY: **Carey Ann Haight, Deputy County Attorney**

ACTION REQUESTED: **Approval of Resolution 18-62**

BACKGROUND:

The Board of Cascade County Commissioners previously entered into a Co-Applicant Agreement for the mutual operation of a federally qualified health care center (FQHC) known as Community Health Care Center. On or about April 30, 2018, Cascade County notified the US Public Health Services that it intended to relinquish all interest and future claims to remaining unobligated balances under Grant No. H80CS00566 (the Grant) as of December 31, 2018, and that accordingly, the Community Health Care Center, Inc. (CHCC) intends to apply for the grant during the appropriate SAC grant cycle as part of its process in becoming an independent FQHC as of January 1, 2019. In conjunction with and in advancement of the separation of the CHCC from co-applicant status to stand-alone entity, the CHCC has become separately incorporated as a 501(c)(3) non-profit corporation as of July 1, 2018. Further the CHCC requires operating capital so as to continue to pursue its independence and alleviate Cascade County of the burdens of operating the CHCC as a combined enterprise. The Board of County Commissioners had authorized CHCC to accumulate reserve funding within its operating budget so that CHCC would have capital reserves to draw upon prior to final separation of the CHCC from Cascade County on December 31, 2018. The CHCC has demonstrated a need for funding to be disbursed to it. Staff believe that it is in the best interest of the County to disburse funds reserved for the CHCC in the amount of \$408,536.66 subject to the terms and conditions established in the Resolution.

RECOMMENDATION: Approval of Resolution 18-62.

July 24, 2018

Agenda #2

TWO MOTIONS PROVIDED FOR CONSIDERATION:

MOTION TO APPROVE:

Mr. Chairman, I move that the Commission approve Resolution 18-62, a Resolution of Intent to disburse funds in the amount of 408,536.66 to the Community Health Care Center, Inc. in conjunction with and in advancement of the separation of the CHCC, from co-applicant status to stand-alone entity.

MOTION TO DISAPPROVE:

Mr. Chairman, I move that the Commission approve Resolution 18-62, a Resolution of Intent to disburse funds in the amount of 408,536.66 to the Community Health Care Center, Inc. in conjunction with and in advancement of the separation of the CHCC, from co-applicant status to stand-alone entity.

**BEFORE THE BOARD OF COUNTY COMMISSIONERS
CASCADE COUNTY, MONTANA**

**IN RE: RESOLUTION
TO DISBURSE FUNDS TO THE
COMMUNITY HEALTH CARE CENTER, INC.**

RESOLUTION 18-62

WHEREAS, the Board of Cascade County Commissioners has jurisdiction and power, under such limitations and restrictions as are prescribed by law, to represent the county and have the care of the county property and the management of the business and concerns of the county in all cases where no other provision is made by law pursuant to MCA §7-5-2101; and

WHEREAS, the Board of Cascade County Commissioners previously entered into a Co-Applicant Agreement for the mutual operation of a federally qualified health care center (FQHC) known as Community Health Care Center; and

WHEREAS, on or about April 30, 2018, Cascade County notified the US Public Health Services that it intended to relinquish all interest and future claims to remaining unobligated balances under Grant No. H80CS00566 (the Grant) as of December 31, 2018, and that accordingly, the Community Health Care Center, Inc. (CHCC) intends to apply for the grant during the appropriate SAC grant cycle as part of its process in becoming an independent FQHC as of January 1, 2019; and

WHEREAS, in conjunction with and in advancement of the separation of the CHCC from co-applicant status to stand-alone entity, the CHCC has become separately incorporated as a 501(c)(3) non-profit corporation as of July 1, 2018; and

WHEREAS, in conjunction with and in advancement of the separation of the CHCC, from co-applicant status to stand-alone entity, the CHCC requires operating capital so as to continue to pursue its independence and alleviate Cascade County of the burdens of operating the CHCC as a combined enterprise; and

WHEREAS, in conjunction with and in advancement of the separation of the CHCC, from co-applicant status to stand-alone entity, and prior to the April 30, 2018, notification to HRSA of its intent to relinquish all interest and future claims to remaining unobligated Balances under the Grant, the Board of County Commissioners had authorized CHCC to accumulating reserve funding within its operating budget so that CHCC would have capital reserves to draw upon prior to final separation of the CHCC from Cascade County on December 31, 2018;

WHEREAS, the CHCC has a reserve balance in the amount of \$408,536.66 and has demonstrated to Cascade County need for said reserves to be disbursed to CHCC; and

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Cascade County, Montana that

1. It is in the best interest of the County to disburse funds reserved for the CHCC in the amount of \$408,536.66. Said fund disbursement shall be effective upon passage of this Resolution.
2. The CHCC, upon written request of the Board of Cascade County Commissioners, shall provide within 5 business days' an accounting, supported by receipts for disbursements, of the CHCC utilization of said funds by CHCC.
3. Cascade County hereby reserves all rights under Montana Code Annotated to recover all or any portion of such funds disbursed by CHCC which, in Cascade County's sole and unfettered discretion, are not properly or timely accounted for or which are used for purposes which Cascade County, in its sole and unfettered discretion, does not believe to be in furtherance of the separation of the CHCC from Cascade County dependence.

PASSED AND ADOPTED by the Board of County Commissioners of Cascade County, Montana, this 24th day of July 2018.

BOARD OF COUNTY COMMISSIONERS,
CASCADE COUNTY, MONTANA

Jane Weber, Chair

Joe Briggs, Commissioner

Jim Larson, Commissioner

Attest

On this ____ day of _____ 2018, I hereby attest the above-written signatures of the Board of Cascade County Commissioners.

Rina Fontana Moore
Cascade County Clerk and Recorder